

EXHIBIT A

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11 BOTTEGA, LLC; UNA MARCA, LLC dba OTTIMO
12 GRUPPO CHIARELLO, INC.; and SOLO I O, LLC

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 COUNTY OF NAPA

15 BOTTEGA, LLC; UNA MARCA, LLC dba
16 OTTIMO; GRUPPO CHIARELLO, INC.; and
17 SOLO I O, LLC,

18 Plaintiffs,

19 v.

20 NATIONAL SURETY CORPORATION;
21 ALLIANZ GLOBAL CORPORATE &
22 SPECIALTY; and DOES 1 through 50,
23 inclusive,

24 Defendants.

Case No. 21CV000505

**COMPLAINT FOR DAMAGES AND
DEMAND FOR JURY TRIAL**

1. **BREACH OF CONTRACT; and**
2. **BREACH OF THE IMPLIED
COVENANT OF GOOD FAITH
AND FAIR DEALING**

25 Plaintiffs BOTTEGA, LLC; UNA MARCA, LLC dba OTTIMO; GRUPPO CHIARELLO,
26 INC.; and SOLO I O, LLC (collectively referred to herein as "Plaintiffs"), by and through their
27 undersigned counsel, hereby bring this Complaint for Damages against the above-named
28 Defendants, and allege as follows:

PARTIES

1. Plaintiff BOTTEGA LLC ("Bottega") is and at all times herein was a limited liability company authorized to conduct business in the State of California, Napa County. At all material times herein, Bottega possessed commercial property used and operated as a restaurant

1 located at 6525 Washington Street, Suite A2, Yountville, CA, 94599.

2 2. Plaintiff UNA MARCA LLC dba Ottimo ("Ottimo") is and at all times herein was
3 a limited liability company authorized to conduct business in the State of California, Napa County.
4 At all material times herein, Ottimo possessed commercial property used and operated as a
5 restaurant located at 6525 Washington Street, Suite E1, Yountville, CA, 94599

6 3. Plaintiff GRUPPO CHIARELLO, INC. ("Chiarello") is and at all times herein was
7 a corporation organized under the laws of the State of California and authorized to conduct
8 business in the State of California, Napa County. At all material times herein, Chiarello operated
9 its business at 6525 Washington Street, Suite D2B, Yountville, CA, 94599.

10 4. Plaintiff SOLO I O LLC ("Solo") is and at all times herein was a limited liability
11 company authorized to conduct business in the State of California, Napa County. At all material
12 times herein, Solo was a holding company and had a possessory interest in Plaintiffs' commercial
13 properties and business operations located at 6525 Washington Street, Yountville, CA 94599
14 (collectively the "Insured Properties").

15 5. Defendant NATIONAL SURETY CORPORATION ("National Surety") is, and at
16 all times herein was, a corporation authorized to and actively doing business in the State of
17 California and Napa County.

18 6. Defendant ALLIANZ GLOBAL CORPORATE & SPECIALTY ("Allianz") is, and
19 at all times herein was, a corporation authorized to and actively doing business in the State of
20 California.

21 7. Plaintiffs are informed and believe, and thereon allege, that at all relevant times
22 alleged herein, National Surety was and is a corporation wholly owned and operated by Allianz.

23 8. Plaintiffs are informed and believe, and thereon allege, that at all relevant times
24 alleged herein, National Surety and Allianz share offices, resources, and personnel.

25 9. At all times mentioned herein, Defendants, inclusive of National Surety, Allianz,
26 and DOES 1 through 50, were authorized and empowered by each other to act, and did so act, as
27 agents of each other, and all things herein alleged to have been done by them were done in the
28 capacity of such agency. As such, herein, Defendants are referred to as "National Surety/Allianz"

1 or "Defendants".

2 10. Plaintiffs are unaware of the true names or capacities, whether they are individuals
3 or business entities, of Defendants DOES 1 through 50, and therefore sue them by such fictitious
4 names pursuant to Code of Civil Procedure section 474 and will seek leave of this Court to insert
5 true names and capacities once they have been ascertained.

6 **VENUE AND JURISDICTION**

7 11. This Court has jurisdiction over the entire action by virtue of the fact that this is a
8 civil action wherein the matter in controversy, exclusive of interest and costs, exceeds the
9 jurisdictional minimum of the Court.

10 12. Further, this Court has personal jurisdiction over all Defendants. Each Defendant
11 is, and at all relevant times herein was, a resident of and/or authorized to conduct business in the
12 State of California and/or conducted such business within the State of California, including the
13 actions, dealings, and/or omissions that caused or contributed to the harm giving rise to this action.

14 13. Venue is proper because subject property is located in, the damage occurred, the
15 contract was entered into, performance was due, and/or the acts and omissions complained of took
16 place within the venue of this Court.

17 **GENERAL ALLEGATIONS**

18 14. On or about October 8-9, 2017, wildfires raged throughout Sonoma and Napa
19 Counties and the areas surrounding Plaintiffs' insured properties. These wildfires are referred to
20 herein as the "North Bay Fires".

21 15. At the time of the North Bay Fires, Plaintiffs and the Insured Properties were
22 insured by Allianz under a commercial insurance policy, Policy # S 17 MZX 80978056 (referred
23 to herein as "the Policy"). A true and correct copy of the version of the Policy, that Plaintiff
24 received from National Surety/Allianz, is attached hereto as Exhibit "A" and is incorporated by
25 reference as though fully set forth herein.

26 16. The Policy specifically states the issuing company is National Surety Corporation,
27 followed by "Thank you for choosing Allianz". (See Policy at p. 10) Moreover, the Policy states
28 that if the insured has any questions, to "contact the company issuing the policy...at the following

1 address: Allianz Global Corporate & Specialty”.

2 17. Further, all of the correspondence Plaintiffs received related to their insurance
3 claims, as discussed more thoroughly herein, was received on Allianz letterhead and explicitly
4 stated that Allianz was authorized to speak on National Surety’s behalf with respect to Plaintiffs’
5 insurance claims.

6 18. Plaintiffs are informed and believe, and thereon allege, that the Policy was issued
7 by National Surety/Allianz as a joint venture, alter ego, agents of each other, and/or another form
8 of legal relationship such that National Surety and Allianz’s interests were unified and they are
9 jointly and severally liable for claims pertaining to the Policy.

10 19. Each of the named Plaintiffs is an insured under the Policy’s first party coverages
11 at issue.

12 20. Although fortunately the North Bay Fires did not burn the Insured Properties to the
13 ground, the North Bay Fires caused significant and unavoidable smoke, soot, and ash damage to
14 the Insured Properties. In fact, the smoke was so thick in and around the insured locations that its
15 impacts were evident for an extended period of time after the North Bay Fires.

16 21. The smoke, soot, and ash resulting from the North Bay Fires permeated Plaintiffs’
17 Insured Properties and caused damage to Plaintiffs’ tenants’ improvements and betterments,
18 furniture, fixtures, and equipment, and destroyed Plaintiffs’ business personal property.

19 22. As a result of the North Bay Fires and the resulting and significant smoke, soot, and
20 ash damage to the Insured Properties, Plaintiffs were forced to completely cease their business
21 operations for a period of time in the fall of 2017.

22 23. Following their complete cessation of operations due to the physical damage and/or
23 loss sustained as a result of the North Bay Fires and the resultant smoke, soot, and ash damage,
24 Plaintiffs partially resumed operations in an effort to mitigate their damages and losses as required
25 under the Policy.

26 24. However, as a result of the significant loss and/or damage caused by the North Bay
27 Fires, Plaintiffs were unable to fully resume operations for a lengthy period of time, causing
28 Plaintiffs to suffer significant business interruption related losses and damages.

1 25. Plaintiffs timely submitted an insurance claim to National Surety/Allianz.

2 26. Plaintiffs immediately advised National Surety/Allianz about the pervasiveness of
3 the smoke permeating and impacting Plaintiffs' Insured Properties. The Policy provides coverage
4 for not only business personal property damage, but business interruption losses suffered as a
5 result of a covered cause of loss, and specifies in pertinent part as follows:

6 We will pay for the actual loss of Business Income you sustain due
7 to the necessary suspension of your operations during the period of
8 restoration. The suspension must be caused by direct physical loss
9 of or damage to property at the premises described in the
10 Declarations, including personal property in the open (or in a
vehicle) within 100 feet, caused by or resulting from any Covered
Cause of Loss.

11 27. Smoke damage to the Insured Properties resulting from a fire is a covered cause of
12 loss under the Policy.

13 28. Additionally, the Policy provides coverage for extra expenses incurred as a result of
14 a covered cause of loss:

15 Extra Expense, Expediting Expense and Loss Adjustment Expense
16 When a loss covered by this policy occurs, we will pay the extra
17 expense you necessarily incur to continue or resume your normal
18 business operations. We will pay only that part of the total expense
19 that exceeds the amount which ordinarily would have been incurred
20 to conduct your business. We will not be liable for any longer period
of time than is necessarily required to rebuild, repair or replace the
damaged property. This period of time is not limited by the
expiration date of the policy.

21 29. The Policy also provides coverage for extended loss of business income caused by
22 a covered loss and resulting, necessary repairs.

23 30. Despite (1) the availability of coverage for damage to Plaintiffs' Insured Properties
24 and business interruption losses suffered, including the additional expenses Plaintiffs were forced
25 to incur and extended business income losses Plaintiffs were eligible to receive and (2) Plaintiffs'
26 timely submission of the claim to National Surety/Allianz, National Surety/Allianz failed to
27 timely, properly, and/or thoroughly investigate Plaintiffs' insurance claim. As an example,
28 National Surety/Allianz failed to follow up on the information provided, failed to timely inspect

1 the Insured Properties, failed to advise Plaintiffs about the available coverage for property damage
2 caused by smoke damage, and failed to advise about how the business interruption coverage could
3 be triggered by the property damage and loss caused by the North Bay Fires.

4 31. Indeed, Defendants did not send out an adjuster to evaluate the damage/loss or
5 otherwise advise Plaintiffs of the coverages available to them under the Policy until after Plaintiff
6 was forced to retain counsel and utilize the assistance of a public adjusting consultant.

7 32. After initially issuing claim payments under the civil authority coverage,
8 Defendants utterly refused to adjust the claim. It was only after Plaintiffs' retained counsel and
9 utilized a public adjusting consultant, that Defendants finally inspected the Insured Properties, and
10 acknowledged the property damage and loss caused by the North Bay Fires.

11 33. Defendants' never properly, thoroughly, or objectively considered or otherwise
12 evaluated the evidence Plaintiffs' submitted to support their claim for the damage to Plaintiffs'
13 property or the business interruption losses submitted by Plaintiffs.

14 34. Defendants unreasonably and unjustifiably refused to pay Plaintiffs the monies due
15 and owed for the property damage claim and Plaintiffs' business interruption losses. Defendants
16 claim and coverage positions put their interests first and did not take Plaintiffs' considerations into
17 account.

18 35. As an example, Defendants misrepresented to Plaintiffs that the only coverage
19 available for Plaintiffs business interruption losses was under the Civil Authority coverage
20 provision(s) of the Policy.

21 36. Although a Civil Authority orders affected the Insured Properties for a short period,
22 Plaintiffs' complete suspension of their business operations and the following diminished
23 operations even after attempting mitigate Plaintiffs' losses, was directly, proximately, and
24 substantially caused by the North Bay Fires and the resulting smoke, soot, and ash damage to and
25 loss of the Insured Properties. Defendants' coverage position is belied by the evidence and
26 demonstrates an improper intent to minimize the claim and harm Plaintiffs' business.

27 37. National Surety/Allianz, by issuing the insurance policy to Plaintiffs, are subject to
28 various provisions of the California Insurance Code. For example, pursuant to California

1 Insurance Code §§ 330-334 it is settled that an insurer and its insured have a “special relationship”
2 under which an insurer's obligations are greater than those of a party to an ordinary commercial
3 contract. Among other things, these obligations provide National Surety/Allianz with a statutory
4 duty to disclose all material facts to Plaintiffs.

5 38. Insurance Code § 332 provides “[e]ach party to a contract of insurance shall
6 communicate to the other, in good faith, all the facts within his knowledge which are or which he
7 believes to be material to the contract and as to which he makes no warranty, and which the other
8 has not the means of ascertaining.”

9 39. The Insurance Code thereby creates a legal duty, separate and apart from any
10 contractual duty, that Allianz must abide by to communicate to Plaintiffs in good faith.
11 Intentionally and/or recklessly misrepresenting material facts, failing to disclose the true facts, or
12 failing to timely communicate to Plaintiffs or to respond to Plaintiffs’ claim related inquiries
13 breaches such duties.

14 40. Similarly, the Policy included terms implied by law, including that said benefits
15 would not be unreasonably withheld or delayed; and, that National Surety/Allianz would
16 investigate and adjust claims in accordance with applicable laws in effect in the State of
17 California, and in accordance with standards of care and practice followed by reputable adjusters
18 and evaluators of first-party claims.

19 41. Defendants wrongfully ignored information Plaintiffs provided to support coverage
20 for portions of the claim Defendants have wrongfully denied and Defendants have taken coverage
21 positions not supported by the policy or California law.

22 42. Under California law, insurers must not impair the right of their insureds to receive
23 the benefits of the agreement, and must give at least as much consideration to the interests of the
24 insured as it gives to its own interests.

25 43. Indeed, insurers must both diligently investigate a claim and look for evidence that
26 supports coverage. Insurers act unreasonably when they fail to conduct a full, fair, and thorough
27 investigation of all the bases of a claim. When investigating a claim, the insurer has a duty to
28 diligently search for and consider all evidence that supports coverage of a claimed loss.

1 44. In other words, a one-sided investigation is not sufficient to meet the carrier's
2 obligation to investigate, because the carrier is not giving the interests of the insured the proper
3 consideration. An insurance company acts unreasonably or without proper cause if it fails to
4 conduct a full, fair, and thorough investigation of all the bases of the Plaintiffs' claim.

5 45. The duties imposed by law also required Defendants to fully and fairly adjust and
6 evaluate the loss, to comply with the express terms of the policy, to comply with the implied
7 covenant of good faith and fair dealing, and to comply with all other legal requirements relating to
8 claims handling, and various other laws, including but not limited to the following:

- 9 a. Insurance Code Section 790.03 (a) – Requiring an insurer not to make, issue,
10 circulate, or cause to be made, issued or circulated, any estimate, illustration,
11 circular, or statement that misrepresent the terms of any policy issued or to be
12 issued or the benefits or advantages available to an insured under such an
13 insurance policy;
- 14 b. Insurance Code Section 790.03(h)(1) – requiring an insurer not to misrepresent
15 pertinent facts or insurance policy provisions;
- 16 c. Insurance Code Section 790.03 (h)(2) – Requiring an insurer to timely
17 acknowledge and act reasonably promptly upon communications with respect
18 to claims arising under insurance policies;
- 19 d. Insurance Code Section 790.03 (h)(3) – Requiring an insurer to adopt and
20 implement reasonable standards for the prompt investigation and processing of
21 claims arising under insurance policies;
- 22 e. Insurance Code Section 790.03 (h)(4) – Requiring an insurer to affirm or deny
23 coverage of claims within a reasonable time after proof of loss requirements
24 have been completed and submitted by the insured;
- 25 f. Insurance Code Section 790.03(h)(5) – requiring an insurer to make good faith
26 efforts to effectuate prompt, fair and equitable settlements of claims in which
27 liability has become reasonably clear;
- 28 g. Insurance Code Section 790.03(h)(6) – requiring an insurer not to compel

- 1 insureds to institute litigation to recover amounts due under an insurance policy
2 by offering substantially less than the amounts owed;
- 3 h. Insurance Code Section 790.03(h)(11) – requiring an insurer not to delay the
4 investigation or payment of claims by requiring an insured to submit
5 preliminary claim information, and then requiring the subsequent submission of
6 formal proof of loss forms, both of which submissions contain substantially the
7 same information;
- 8 i. Insurance Code Section 790.03(h)(12) – requiring that an insurer not fail or
9 refuse to settle claims promptly, where liability has become apparent, under one
10 portion of the insurance policy coverage in order to influence settlements under
11 other portions of the insurance policy coverage;
- 12 j. Insurance Code Section 790.03(h)(13) – requiring that an insurer not fail to
13 promptly provide a reasonable explanation of the basis relied on in the
14 insurance policy, in relation to the facts or applicable law, for the denial of a
15 claim or for the offer of a compromise settlement;
- 16 k. Penal Code Section 550 - making it unlawful to present or cause to be presented
17 any written or oral statement as part of, or in support of or opposition to, a
18 claim for payment or other benefit pursuant to an insurance policy, knowing
19 that the statement contains any false or misleading information concerning any
20 material fact;
- 21 l. 10 CCR Section 2695.4 (a)– requiring an insurer to affirmatively disclose all
22 benefits, coverage, time limits or other provisions of any insurance policy that
23 may apply to the claim;
- 24 m. 10 CCR Section 2695.4 (b) – requiring every insurer not to misrepresent
25 benefits or coverages;
- 26 n. 10 CCR Section 2695.5 (b) requiring every insurer, upon receiving any
27 communication from a claimant, regarding a claim, that reasonably suggests
28 that a response is expected, to immediately, but in no event more than fifteen

- 1 (15) calendar days after receipt of that communication, furnish the claimant
2 with a complete response based on the facts as then known by the licensee;
- 3 o. 10 CCR Section 2695.5 (e)(3) – requiring every insurer to begin its claim
4 investigation within fifteen (15) calendar days following notice of a claim;
- 5 p. 10 CCR Section 2695.5(e)(2) – requiring the provision of claim forms,
6 instructions, and reasonable assistance within fifteen (15) calendar days
7 following notice of a claim;
- 8 q. 10 CCR Section 2695.6 (a) – requiring every insurer to adopt and communicate
9 to all its claims agents written standards for the prompt investigation and
10 processing of claims;
- 11 r. 10 CCR Section 2695.6 (b) – requiring every insurer to provide thorough and
12 adequate training regarding the regulations to all their claims agents. Insurers
13 shall certify that their claims agents have been trained regarding these
14 regulations and any revisions thereto.
- 15 s. 10 CCR Section 2695.7(b) – requiring acceptance or denial of claim in whole
16 or in part within forty days.
- 17 t. Section 2695.7(c) – requiring a statement in writing explaining the status of the
18 claim within forty days and then on a thirty day, continuing, basis.
- 19 u. Section 2695.7(d) – requiring an insurer to diligently pursue a thorough, fair
20 and objective investigation;
- 21 v. 10 CCR Section 2695.7 (e) – prohibiting delay in settlement of a claim on the
22 basis that responsibility should be borne by others;
- 23 w. 10 CCR Section 2695.7 (g) – Prohibiting insurers from attempting to settle a
24 claim by making settlement offers that are unreasonably low;
- 25 x. 10 CCR Section 2695.7(h) – requiring an insurer to promptly pay amounts not
26 reasonably in dispute;
- 27 y. 10 CCR Section 2695.9(d) - When losses are settled on the basis of a written
28 scope and/or estimate prepared by or for the insurer, the insurer shall supply the

1 claimant with a copy of each document upon which the settlement is based. The
2 estimate prepared by or for the insurer shall be in accordance with applicable
3 policy provisions, of an amount which will restore the damaged property to no
4 less than its condition prior to the loss and which will allow for repairs to be
5 made in a manner which meets accepted trade standards for good and
6 workmanlike construction. The insurer shall take reasonable steps to verify that
7 the repair or rebuilding costs utilized by the insurer or its claims agents are
8 accurate and representative of costs in the local market area.

9 z. 10 CCR Section 2695.9 (d) - if the insured contends, based upon a written
10 estimate which he or she obtains, that necessary repairs will exceed the written
11 estimate prepared by or for the insurer, the insurer shall do one of the
12 following:

13 i. Pay the difference between its written estimate and a higher estimate
14 obtained by the claimant; or,

15 ii. If requested by the claimant, promptly provide the claimant with the
16 name of at least one repair individual or entity that will make the repairs
17 for the amount of the written estimate. The insurer shall cause the
18 damaged property to be restored to no less than its condition prior to the
19 loss and which will allow for repairs in a manner which meets accepted
20 trade standards for good and workmanlike construction at no additional
21 cost to the claimant other than as stated in the policy or as otherwise
22 allowed by these regulations; or

23 iii. Reasonably adjust any written estimates prepared by the repair
24 individual or entity of the insured's choice and provide a copy of the
25 adjusted estimate to the claimant.

26 aa. Insurance Code Section 2071 – which among other things requires the insurer
27 to promptly (within 15 days) produce “claim related documents,” which
28 includes per statutory definition “repair and replacement estimates and bids,

1 appraisals, scopes of loss, drawings, plans, reports, third party findings on
2 amount of loss, covered damages, cost of repairs and all other valuation from a
3 measurement and loss adjustment calculations of the amount of loss, covered
4 damage and cost of repairs.

5 46. After Plaintiffs timely made an insurance claim with National Surety/Allianz
6 following the loss, and despite evidence establishing the contrary, National Surety/Allianz has
7 unreasonably delayed the handling, adjustment and resolution of the claim, and has taken
8 unreasonable coverage and claim adjustment positions. As an example, although Plaintiffs timely
9 reported the claim based on the significant smoke permeating the Insured Properties, National
10 Surety/Allianz failed to even send an adjuster or inspector to the insured properties to view the
11 damage, let alone conduct an inspection.

12 47. To date, National Surety/Allianz has boldly refused to issue any meaningful
13 payments towards the business income and property damage claims despite the fact that Plaintiffs
14 have furnished National Surety/Allianz with material to support the claim, and despite knowing
15 the detrimental impact its withholding of claim payments was, and is, having on Plaintiffs'
16 business. Allianz has acted wrongfully and tortuously towards Plaintiffs and its conduct is
17 contrary to the terms of the insurance policy, its duties owed to Plaintiffs, and the controlling law.

18 48. During its handling of Plaintiffs' claim, Defendants have wrongfully put their own
19 interests ahead of Plaintiffs' interests, have failed to give any consideration to the interests of
20 Plaintiffs, and have failed to timely, properly, thoroughly, and/or objectively investigate, evaluate,
21 and adjust Plaintiffs' claim, and/or timely issue claim payments. In short, Allianz has refused to
22 comply with the contractual and legal duties owed to Plaintiffs.

23 49. Plaintiffs are informed and believe that National Surety/Allianz has an internal
24 policy and procedure which, for its sole financial benefit it refuses to timely and objectively
25 investigate claims, refuses to give due consideration to insureds' rights, and it improperly delays
26 and/or denies valid claims.

27 50. These policies, practices, and actions were enacted, in place, and acted upon by
28 National Surety/Allianz and Does 1-50 even though National Surety/Allianz induced Plaintiffs to

1 purchase its insurance policy based on representations contained within advertisements and
 2 marketing materials, as well as well-established legal obligations, representing and requiring it to
 3 timely, promptly, and fairly investigate, adjust, and pay any covered insurance claim.

4 51. Despite these internal policies and practices, National Surety/Allianz represents the
 5 opposite to potential commercial insurance customers. Allianz's website markets its claims
 6 services as superior to its competitors, including bold representations such as:

7 An insurance claim is the defining moment for our service – the
 8 moment when we deliver on our promise. At Allianz Global
 9 Corporate & Specialty (AGCS), we are committed to deliver
 10 superior claims experience to our customers: before, during and
 11 after a loss.

12 It's when a loss occurs that you really need your insurer to act –
 13 promptly and unbureaucratically. A coordinated approach to global
 14 claims management is the key. Fast claims services and efficient
 15 claims handling is essential to help our clients resume their
 16 operations and manage their day-to-day business as quickly as
 17 possible.¹

18 52. Despite its representations and marketing to the contrary, National Surety/Allianz
 19 has failed to give Plaintiffs the superior and efficient claims handling of Plaintiffs' insurance
 20 claim, and Plaintiffs have been forced to incur costs and further damages in order to attempt to
 21 fully resume their business operations.

22 **FIRST CAUSE OF ACTION**

23 **BREACH OF CONTRACT**

24 **(By Plaintiffs Against Defendants ALLIANZ GLOBAL CORPORATE & SPECIALTY; and**
 25 **DOES 1 through 50, inclusive)**

26 53. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
 27 contained above as though the same were set forth herein in full.

28 54. Plaintiffs and National Surety/Allianz entered into a written contract whereby
 National Surety/Allianz would insure Plaintiffs' business properties described herein and
 compensate Plaintiffs for damages covered under the Policy.

55. At the time when the North Bay Fires were raging through Napa and Sonoma

¹ <https://www.agcs.allianz.com/claims.html>

1 Counties, and caused smoke, soot, and ash damage to Plaintiffs' Insured Properties as well as
2 other damages and losses, Plaintiffs' insurance policy with National Surety/Allianz was in full
3 force and effect.

4 56. Plaintiffs performed all things required under the Policy at all material times..

5 57. National Surety/Allianz breached the insurance contract when it unreasonably
6 refused to fully cover and pay Plaintiffs all benefits due under the insurance policy.

7 58. As a direct result of National Surety/Allianz's breaches of the insurance contract,
8 Plaintiffs have suffered and continue to suffer economic losses covered under the insurance policy
9 in an amount to be determined at trial.

10 59. Further, the breaches by National Surety/Allianz were a substantial factor in
11 causing Plaintiffs' damages.

12 **SECOND CAUSE OF ACTION**

13 **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**
14 **(By Plaintiffs Against Defendants ALLIANZ GLOBAL CORPORATE & SPECIALTY; and**
15 **DOES 1 through 50, inclusive)**

16 60. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
17 contained above as though the same were set forth herein in full.

18 61. In California, every insurance contract contains an inherent obligation of good faith
19 and fair dealing that requires every insurer and its agents and/or representatives to treat its
20 policyholders with the utmost fairness and with due regard for his, her, or its interests.

21 62. Defendants assumed these obligations by the issuance of the insurance policy to
22 Plaintiffs.

23 63. From the outset of the insurance claim, National Surety/Allianz ignored Plaintiffs'
24 interests and the duties owed to Plaintiffs, and abused the superior position it has in relation to
25 Plaintiffs and the power it can assert over Plaintiffs. National Surety/Allianz's abuse of power has
26 been intended to force the Plaintiffs into submission.

27 64. National Surety/Allianz breached the duty of good faith and fair dealing owed to
28 Plaintiffs by, including, but not limited to, conduct alleged herein, such as failing to consider all
evidence supporting coverage for the losses, failing to place Plaintiffs' interests on equal footing

1 to that of their own, failing to timely investigate Plaintiffs' claim with an eye towards covering
2 Plaintiffs' losses, failing to conduct an objectively reasonable, thorough, fair and unbiased
3 investigation, unreasonably delaying the adjustment and resolution of Plaintiffs' claim,
4 misrepresenting factual aspects of the claim and the coverages available to Plaintiff to minimize
5 Plaintiffs' claim, and utilizing wrongful and tortious conduct to harass, oppress, and threaten
6 Plaintiffs.

7 65. Defendants' decisions to refuse to extend all coverage available to Plaintiffs was
8 pre-determined and/or not based on an objective investigation. This wrongful conduct was
9 intended by Defendants to compel Plaintiffs to institute litigation to recover the benefits due under
10 the insurance policy. This scheme is highlighted by the fact that Defendants first refused to inspect
11 the Insured Properties, refused to advise Plaintiffs of available coverages for property damage and
12 business interruption triggered by the North Bay Fires and the damage they caused to Plaintiffs'
13 Insured Properties, and then after Plaintiffs were forced to retain counsel and asserted claims
14 under coverages Defendants concealed from Plaintiffs, Defendants took unreasonable claim and
15 coverage positions to continue their efforts to avoid paying a meritorious claim.

16 66. Additionally, Defendants have breached the duty of good faith and fair dealing
17 owed to Plaintiffs by, among other things:

- 18 a. Failing to fund a proper investigation;
- 19 b. Failing to investigate;
- 20 c. Unreasonably denying/delaying and withholding benefits due and owed under
21 the insurance policy, despite knowledge that such benefits were due and owed
22 to Plaintiffs;
- 23 d. Unreasonably misrepresenting the coverages available to Plaintiffs;
- 24 e. Misrepresenting material facts about the insurance claim;
- 25 f. Not attempting in good faith to effectuate a prompt, fair and equitable
26 settlement of Plaintiffs' claim for benefits after liability had become reasonably
27 clear;
- 28 g. Ignoring evidence and information submitted by Plaintiffs that support

1 coverage and the losses claimed that are covered under the Policy.

- 2 h. Adopting and utilizing a policy and procedure which, for the sole financial
3 benefit of Defendants, they delay and/or deny valid claims, such as Plaintiffs.
4 i. Failing to make proper advances;
5 j. Failing to pay proper amounts due under the Policy; and
6 k. Directing its consultants to only evaluate certain, minimal losses predetermined
7 by National Surety/Allianz, continuing their efforts designed to minimize the
8 value of Plaintiffs' claim.

9 67. As a result of their refusal to timely and meaningfully adjust and resolve the claim
10 and pay all monies due under the Policy and applicable coverages, Plaintiffs were forced to hire
11 counsel and a claim consultant.

12 68. As of this filing, however, Allianz has outright refused to make any reasonable
13 payments toward multiple aspects of the claim. Plaintiffs sustained over a years worth of business
14 interruption; yet Allianz has refused to pay any monies towards Plaintiff business interruption
15 losses, other than what was initially paid under the Civil Authority coverage.

16 69. Similarly, Allianz has unilaterally paid Plaintiffs only a fraction of what is owed for
17 the property damage sustained and has outright refused to reasonably adjust this portion of the
18 claim regardless of the documentation Plaintiffs provided.

19 70. Further, Allianz's refusals to pay the monies owed to Plaintiffs under the Policy
20 prevented Plaintiffs from completing all necessary repairs and has forced Plaintiffs to implement
21 interim repairs in order to reopen their business operations. Allianz's heinous actions have greatly
22 impaired Plaintiffs' business operations.

23 71. Defendants also breached the implied covenant of good faith and fair dealing in a
24 variety of additional ways, including but not limited to failing to comply with the below legal
25 duties owed to Plaintiffs:

- 26 a. Violating Insurance Code Section 790.03(h)(1) by misrepresenting and/or
27 concealing pertinent facts about the claim and/or insurance policy provisions;
28 b. Violating Insurance Code Section 790.03 (h)(3) – by failing to implement

1 and/or follow industry standards and legal requirements for the prompt
2 investigation and processing of claims arising under insurance policies – this is
3 evident by Defendants’ abject failure to properly and timely adjust Plaintiffs’
4 insurance claim;

5 c. Violating Insurance Code Section 790.03 (h)(4) by failing and refusing to
6 affirm or deny coverage of Plaintiffs’ claims within a reasonable time after
7 Plaintiffs’ had completed and submitted all reasonably necessary requests and
8 documents to enable Defendants to finalize their adjustment of the claim.

9 d. Violating Insurance Code Section 790.03(h)(5) – by failing and refusing to
10 make good faith efforts to effectuate prompt, fair and equitable settlement of
11 Plaintiffs’ claims even though liability and coverage for the claims is
12 reasonably clear;

13 e. Violating Insurance Code Section 790.03(h)(6) by forcing Plaintiffs to retain
14 counsel and initiate litigation to recover amounts due under the insurance
15 policy;

16 f. Violating Insurance Code Section 790.03(h)(12) – by withholding reasonable
17 and timely settlements under various portion of the insurance policy coverage
18 in order to influence settlements under other portions of the insurance policy
19 coverage;

20 g. Violating Insurance Code Section 790.03(h)(13) – by failing to promptly
21 provide a reasonable explanation of the basis relied on in the insurance policy,
22 in relation to the facts or applicable law, for the claim positions taken on
23 various aspects of the insurance claim;

24 h. Violating Penal Code Section 550 - by preparing, relying on, and/or submitting
25 false and/or misleading information to oppose aspects of Plaintiffs’ insurance
26 claim;

27 i. Violating 10 CCR Section 2695.4 (a)– by failing and refusing to affirmatively
28 disclose all benefits, coverages and other applicable provisions of the insurance

1 policy;

2 j. Violating 10 CCR Section 2695.4 (b) – by taking claim positions that
3 misrepresent benefits and/or coverages;

4 k. Violating 10 CCR Section 2695.5 (b) by failing and refusing to timely and
5 meaningfully respond within 15 calendar days after receipt of communications
6 from Plaintiffs;

7 l. Violating 10 CCR Section 2695.5 (e)(3) – by failing to promptly and
8 meaningfully commence its claim investigation;

9 m. Violating 10 CCR Section 2695.5(e)(2) – by consistently failing and refusing to
10 provide reasonable assistance to process and finalize the insurance claim;

11 n. Violating 10 CCR Section 2695.6 (a) – by failing and refusing to adopt and
12 communicate to all its claims agents written standards for the prompt
13 investigation and processing of claims;

14 o. Violating 10 CCR Section 2695.6 (b) – by failing and refusing to provide
15 thorough and adequate training to its claims personnel regarding California
16 regulations (particularly because the claims personnel utilized here are located
17 out of states).

18 p. Violating 10 CCR Section 2695.7(b) – by failing and refusing to accept or deny
19 the claim in whole or in part within forty days, and failing to provide reasonable
20 explanations or rationale for the myriad delays;

21 q. Repeatedly violating 10 CCR Section 2695.7(c) – by failing and refusing to
22 provide written explanations of the status of the insurance claim;

23 r. Violating 10 CCR Section 2695.7(d) – by failing and refusing to diligently
24 pursue a thorough, fair and objective investigation and persisting in seeking
25 information not reasonably required for or material to the resolution of the
26 insurance claim;

27 s. Violating 10 Section 2695.7 (e) – by improperly shifting responsibility for the
28 claim investigation and adjustment onto Plaintiffs to delay the resolution of the

1 claim;

2 t. Violating 10 CCR Section 2695.7 (g) – by repeatedly attempting to settle the
3 claim by making settlement offers that are unreasonably low;

4 u. Violating 10 CCR Section 2695.7(h) – by failing to promptly pay amounts not
5 reasonably in dispute;

6 v. Violating 10 CCR Section 2695.9(d) – by:

7 i. failing and refusing to supply Plaintiffs with a copy of each document
8 upon which Defendants’ settlement proposals and estimates are based
9 upon;

10 ii. Failing and refusing to produce and rely on estimates that are in
11 accordance with applicable policy provisions, and are of an amount
12 which will restore the damaged property to no less than its condition
13 prior to the loss and which will allow for repairs and restorations to be
14 made in a manner which meets accepted trade standards for good and
15 workmanlike construction;

16 iii. Failing and refusing to take reasonable steps to verify that the repair or
17 rebuilding costs utilized by Defendants are accurate and representative
18 of costs in the local market area;

19 w. Because Plaintiffs’ contend, based upon written estimates that necessary repairs
20 and losses will exceed the written estimate and valuations prepared by or for
21 National Surety/Allianz, pursuant to 10 CCR Section 2695.9 (d), National
22 Surety/Allianz was required, but utterly failed to:

23 i. Pay the difference between its written estimate and a higher estimate
24 obtained by Plaintiffs; or,

25 ii. Promptly provide Plaintiffs with the name of at least one repair
26 individual or entity that will make the repairs for the amount of National
27 Surety/Allianz’s written estimate, whereby National Surety/Allianz
28 would be required to cause the damaged property to be restored to no

1 less than its condition prior to the loss and which will allow for repairs
2 in a manner which meets accepted trade standards for good and
3 workmanlike construction at no additional cost to the claimant other
4 than as stated in the policy or as otherwise allowed by these regulations;
5 or

6 iii. Reasonably adjust any written estimates prepared by the repair
7 individual or entity of the insured's choice and provide a copy of the
8 adjusted estimate to the claimant.

9 x. Violating Insurance Code Section 2071 – by failing and refusing to produce
10 “claim related documents,” which includes per statutory definition “repair and
11 replacement estimates and bids, appraisals, scopes of loss, drawings, plans,
12 reports, third party findings on amount of loss, covered damages, cost of repairs
13 and all other valuation from a measurement and loss adjustment calculations of
14 the amount of loss, covered damage and cost of repairs. In fact, Allianz has
15 refused to even produce the certified copy of the insurance policy at issue.

16 72. Moreover, Plaintiffs are informed and believe that Defendants had and have a
17 policy and procedure which, for the sole financial benefit of National Surety/Allianz, they refuse
18 to objectively investigate claims, refuse to give due consideration to their insureds’ rights, and
19 improperly delay and/or deny valid claims.

20 73. Plaintiffs are informed and believe and thereon allege that Defendants National
21 Surety/Allianz and Does 1-50 have breached their duty of good faith and fair dealing owed to
22 Plaintiffs by other acts or omissions of which Plaintiffs are presently unaware and which will be
23 shown according to proof at the time of trial.

24 74. As a direct and proximate result of the conduct of Defendants identified herein,
25 Plaintiffs have suffered damages in an amount to be determined according to proof at the time of
26 trial, plus interest and other foreseeable and incidental damages according proof, in amounts to be
27 determined at the time of trial.

28 75. As a further proximate result of Defendants’ aforementioned wrongful conduct,

1 Plaintiffs were compelled to retain legal counsel to obtain the benefits due under the insurance
2 policy, including all future benefits. Therefore, Defendants, and each of them, are liable for the
3 attorneys' fees and costs reasonably necessary and that Plaintiffs incurred and continue to incur to
4 obtain the benefits, including future benefits, in an amount to be proven and determined at the time
5 of trial.

6 76. As a further direct result of Defendants' aforementioned conduct, Plaintiffs have
7 suffered and continue to suffer consequential damages within the contemplation of the parties in
8 the event of a breach, in an amount to be determined at trial.

9 77. As a direct and proximate result of Defendants' conduct alleged herein, Plaintiffs
10 have suffered, and will continue to suffer future damages, plus interest, and other economic and
11 non-economic and consequential damages, for a total amount to be shown and proven at the time
12 of trial.

13 78. Defendants' conduct described herein and above was intended to cause injury to
14 Plaintiffs or was despicable conduct that Defendants pursued with a willful and conscious
15 disregard of the rights of Plaintiffs, subjected Plaintiffs to cruel and unjust hardship in conscious
16 disregard of Plaintiffs' rights, and/or was an intentional or negligent misrepresentation of material
17 fact(s) known to Defendants with the intention to deprive Plaintiffs of property or legal rights or to
18 otherwise cause injury, such as to constitute malice, oppression or fraud under *California Civil*
19 *Code* § 3294, thereby entitling Plaintiffs to punitive damages in an amount appropriate to punish
20 or set an example of Defendants, and each of them, and their conduct.

21 79. On information and belief, an officer, director, or managing agent of National
22 Surety/Allianz and Does 1-50 personally committed, authorized and/or ratified the despicable and
23 wrongful conduct alleged in this complaint. Plaintiffs are entitled to an award of punitive damages
24 sufficient to punish and make an example of these Defendants, and each of them.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as
27 follows:

28 a) For general, special, and consequential damages according to proof;

- b) For attorney's fees – *Brandt* Fees;
- c) For punitive damages pursuant to California Civil Code section 3294;
- d) For costs of suits herein;
- e) For pre-judgment and post judgment interest according to proof; and
- f) For such other and further relief as the Court deems just and proper.

DATED: April 6, 2021

ROBINS CLOUD LLP

By: 

KEVIN M. POLLACK
MELISA A. ROSADINI
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all claims so triable.

DATED: April 6, 2021

ROBINS CLOUD LLP

By: 

KEVIN M. POLLACK
MELISA A. ROSADINI
Attorneys for Plaintiffs

EXHIBIT “A”



Policyholder Message - 385542 07 16

Important Information for California Policyholders

If you ever have questions about your policy, or about any insurance matter, you can contact your independent agent or broker. If you have additional questions, you can contact the company issuing the policy at the following address:

Corporate Consumer Affairs
Allianz Global Corporate & Specialty
1465 N. McDowell Boulevard, Suite 100
Petaluma, CA 94954
Phone: 1-800-243-9622

If you have been unable to obtain satisfaction from either the agent or the company, you may contact the California Department of Insurance at the following address:

California Department of Insurance
Consumer Services Division
300 South Spring Street, South Tower
Los Angeles, CA 90013

Phone: 1-800-927-4357 (calling within California)
1-213-897-8921 (calling outside California)
1-800-482-4833 (TDD-Telecommunication Devices for the Deaf)

The Department of Insurance should be contacted only after the contacts with the agent and the company have failed to produce a satisfactory solution to your problem.



Reasons for Limitations of Future Coverage - 385611A 08 07

Insured

Policy Number

Producer

Effective Date

Section 11580.09 of the California Insurance Code requires us to provide you a notice stating limits of future coverage.

Cancellation

Pursuant to sections 661 of the California Insurance Code, a notice of cancellation of a policy for automobile insurance shall be effective only if based on one or more of the following reasons:

- (1) Non-payment of premium;
- (2) The driver's license or motor vehicle registration of the named insured or of any other operator who either resides in the same household or customarily operates an automobile insured under the policy has been under suspension or revocation during the policy period or, if the policy is a renewal, during its policy period or the 180 days immediately preceding its effective date.
- (3) Discovery of fraud by the named insured in pursuing a claim under the policy provided the insurer does not rescind the policy.
- (4) Discovery of material misrepresentation of any of the following information concerning the named insured or any resident of the same household who customarily operates an automobile insured under the policy:
 - A. Safety record.
 - B. Annual miles driven in prior years.
 - C. Number of years of driving experience.
 - D. Record of prior automobile insurance claims, if any.
 - E. Any other factor found by the commissioner to have a substantial relationship to the risk of loss.

[Note that any insured who negligently misrepresents information described in this paragraph may avoid cancellation by furnishing corrected information to the insurer within 20 days after receiving notice of cancellation and agreeing to pay any difference in premium for the policy period in which the information remained undisclosed.]

- (5) A substantial increase in the hazard insured against.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary

President

This section does not apply to any policy or coverage that has been in effect *less than 60 days* at the time notice of cancellation is mailed or delivered by the insurer unless it is a renewal policy, automobile physical damage coverage by the inclusion of a deductible not exceeding one hundred dollars (\$100) or **nonrenewal**.

Nonrenewal or Premium Increases

The reasons an insurer may increase the premium shall include but are not limited to the following:

- (1) Accident involvement by an insured, and whether the insured is at fault in the accident.
- (2) A change in, or an addition of an insured vehicle.
- (3) A change in, or addition of, an insured under the policy.
- (4) A change in the location of garaging of an insured vehicle.
- (5) A change in the use of the insured vehicle.
- (6) Convictions for violating any provisions of the Vehicle Code or the Penal Code relating to the operation of a motor vehicle.
- (7) The payment made by an insurer due to a claim filed by an insured or a third party.

A premium increase may result from reasons not specified above if they are both lawful and not unfairly discriminatory.

Cancellation or Nonrenewal

A notice of **cancellation** or **nonrenewal** of a policy for automobile insurance shall be effective only if it is based on one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation affecting the policy or insured;
- (3) A substantial increase in the hazard insured against.

If you have any questions please contact your agent or broker.



Policyholder Message - 386281 12 15

CALIFORNIA AUTO BODY REPAIR CONSUMER BILL OF RIGHTS

(This form was developed by the California Department of Insurance)

Named Insured: SOLO I O, LLC

Policy Number: S 17 MZX 80978056

A CONSUMER IS ENTITLED TO:

1. SELECT THE AUTO BODY REPAIR SHOP TO REPAIR AUTO BODY DAMAGE COVERED BY THE INSURANCE COMPANY. AN INSURANCE COMPANY SHALL NOT REQUIRE THE REPAIRS TO BE DONE AT A SPECIFIC AUTO BODY REPAIR SHOP.
2. AN ITEMIZED WRITTEN ESTIMATE FOR AUTO BODY REPAIRS AND, UPON COMPLETION OF REPAIRS, A DETAILED INVOICE. THE ESTIMATE AND THE INVOICE MUST INCLUDE AN ITEMIZED LIST OF PARTS AND LABOR ALONG WITH THE TOTAL PRICE FOR THE WORK PERFORMED. THE ESTIMATE AND INVOICE MUST ALSO IDENTIFY ALL PARTS AS NEW, USED, AFTERMARKET, RECONDITIONED, OR REBUILT.
3. BE INFORMED ABOUT COVERAGE FOR TOWING AND STORAGE SERVICES.
4. BE INFORMED ABOUT THE EXTENT OF COVERAGE, IF ANY, FOR A REPLACEMENT RENTAL VEHICLE WHILE A DAMAGED VEHICLE IS BEING REPAIRED.
5. BE INFORMED OF WHERE TO REPORT SUSPECTED FRAUD OR OTHER COMPLAINTS AND CONCERNS ABOUT AUTO BODY REPAIRS.
6. SEEK AND OBTAIN AN INDEPENDENT REPAIR ESTIMATE DIRECTLY FROM A REGISTERED AUTO BODY REPAIR SHOP FOR REPAIR OF A DAMAGED VEHICLE, EVEN WHEN PURSUING AN INSURANCE CLAIM FOR REPAIR OF THE VEHICLE.

COMPLAINTS WITHIN THE JURISDICTION OF THE BUREAU OF AUTOMOTIVE REPAIR

Complaints concerning the repair of a vehicle by an auto body repair shop should be directed to:

Toll Free (866) 799-3811
California Department of Consumer Affairs
Bureau of Automotive Repair
10949 North Mather Blvd.
Rancho Cordova, CA 95670

The Bureau of Automotive Repair can also accept complaints over its web site at: www.autorepair.ca.gov

COMPLAINTS WITHIN THE JURISDICTION OF THE CALIFORNIA INSURANCE COMMISSIONER

Any concerns regarding how an auto insurance claim is being handled should be submitted to the California Department of Insurance at:

(800) 927-4357 or (213) 897-8921
California Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles, CA 90013

The California Department of Insurance can also accept complaints over its web site at: www.insurance.ca.gov



California Insurance Fees - 386285 07 01

Named Insured: SOLO I O, LLC

Policy Number: S 17 MZX 80978056

Your policy premium includes a fee for state-mandated programs -- the Automobile Insurance Consumer Services and two Automobile Fraud Interdiction Programs. For each vehicle insured, California law requires an annual fee of \$1.80 on all new and renewing automobile insurance policies, which is used to fund the programs. This fee is shown on the Declarations page of your policy.

If you'd like to know more about these programs, please contact your Fireman's Fund insurance representative.



Important Disclosure Notice Regarding Terrorism Coverage - 386359 01 15

Insured: SOLO I O, LLC

Policy Number: S 17 MZX 80978056

Producer: ALLIANT INSURANCE SERVICES

Effective Date: 04-22-17

This notice applies to the type(s) of insurance provided under this policy that are subject to the Terrorism Risk Insurance Act, as amended ("The Act"). You are hereby notified that under The Act, you have a right to purchase insurance coverage for losses arising out of **certified acts of terrorism**, as defined in Section 102(1) of The Act. The term **certified act of terrorism** means any act or acts that are certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, as amended, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHEN COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM **CERTIFIED ACTS OF TERRORISM**, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S LIABILITY FOR LOSSES RESULTING FROM **CERTIFIED ACTS OF TERRORISM** WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Our records indicate that you previously accepted our offer of terrorism coverage, which was made at the time we issued our quote. Accordingly, the policy referenced above includes coverage for **certified acts of terrorism**, as defined in The Act. If your policy provides workers compensation coverage, you cannot reject that coverage because applicable workers compensation laws in your state mandate that this coverage be included. No additional action on your part is required at this time.

If you have any questions about this or any other insurance matter, please contact your agent or broker representing the Fireman's Fund Insurance Companies.

One of the Fireman's Fund Insurance Companies as named in the declaration page of your policy



Policyholder Message - 386537 06 07

Key Employee Extra Expense Endorsement - 145963

Business enterprises are critically dependent upon the skills of certain key employees in order to succeed. The time and expense involved to replace the unique skills of key employees such as a plant engineer, a computer numeric controlled (CNC) operator, a chef, or a brew master can cripple your business.

The Key Employee Extra Expense Endorsement addresses this critical business concern by insuring the actual, reasonable and necessary extra expenses incurred to recruit, relocate, and train a replacement employee if a covered key employee accident or illness causes the permanent loss of key employee services to your business.

This notice has been prepared in conjunction with the implementation of changes to your policy. The Key Employee Extra Expense Endorsement - 145963, as approved for use in your state, has been attached to your policy. For the complete text of the changes, please read your policy carefully. If you have any questions about this change, please contact your Insurance Agent or Broker.

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER MESSAGE, NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.



Policyholder Message - 386575 01 11

Commercial Inland Marine Coverage Part

Payment Card Security Extra Expense Extension Endorsement 145501 10 08

The Payment Card Security Extra Expense Extension Endorsement attached to this policy provides limited coverage for reimbursement of specific expenses you incur following a personal data breach involving payment cards, including some of the payment card contract penalties and other fees outlined in your merchant service agreement with your acquiring bank or other acquiring institution.

Please read the extension endorsement carefully. The definitions of the terms outlined in this extension endorsement and in the policy to which it is attached take precedence over any definitions for these same terms published by any other source.

This extension does not provide coverage or defense for third party liability claims nor does it provide any reimbursement of any defense or legal expenses.

In the event of a personal data breach involving payment cards, you will be required to prove that you have validly attested compliance with the Payment Card Industry Data Security Standards within the twelve (12) months immediately preceding the personal data breach prior to payment under several of the coverages provided under this extension endorsement will be made.

No coverage will be provided for **Software and Firewall Upgrade and Scanning Services, Payment Card Contract Penalties and Chargebacks, or Bank Service Charges** if the attestation of compliance with Payment Card Industry Data Security Standards is fraudulent or based on intentionally misrepresented information.

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER MESSAGE. NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

Fireman's Fund's RiskAdvisor™ Data Resource page contains a wealth of information on data security that may be useful to you. The RiskAdvisor™ Portal can be accessed under the "Commercial Policyholders" link at www.firemansfund.com.

For more information on the RiskAdvisor Portal, please contact your independent insurance agent.



Policyholder Message - Race, National Origin & Gender Survey

386584 10 09

CALIFORNIA COMMUNITY SERVICE STATEMENT

MZX 80978056 Policyholder Number (For New Business Only)

This information is requested by the State of California in order to monitor the insurer's compliance with the law. All new policyholders are requested to voluntarily provide the following information.

No such information shall be used for purposes of underwriting or rating any policyholder.

Policyholder's Name and Address (to be provided in order to refer back to the policy)

Note: use additional forms if needed.

SOLO I O, LLC

6535 WASHINGTON ST STE D2B
YOUNTVILLE CA 94599 0000

Policy Type

Fire Personal	_____	Fire Commercial	_____
Homeowners	_____	Commercial Multi-Peril	<u> X </u>
Private Passenger Auto-Liability	_____		

- *If policyholder does not wish to provide the Department of Insurance with this information, please check here.* _____

Check the Race or National Origin as it applies to the policyholder(s). For the purpose of completing this form, the policyholder is defined as an individual, spouse, domestic partner, or business partner(s) named on the policy.

	POLICYHOLDER			CO-POLICYHOLDER		
	MALE	FEMALE	BUSINESS	MALE	FEMALE	BUSINESS
African-American	_____	_____	_____	_____	_____	_____
American Indian or Alaskan Native	_____	_____	_____	_____	_____	_____
Asian/Pacific Islander	_____	_____	_____	_____	_____	_____
Latino	_____	_____	_____	_____	_____	_____
White	_____	_____	_____	_____	_____	_____
Other	_____	_____	_____	_____	_____	_____

Please return to Data Call Unit, Fireman's Fund Insurance Co., 777 San Marin Drive, Novato, CA 94998



Policyholder Message - 386636 01 16

Named Insured: SOLO I O, LLC

Policy Number: S 17 MZX 80978056

Important Information for Policyholders

If you have questions about your policy, please contact your independent agent or broker. If you have additional questions, you can contact the company issuing the policy listed on your Declarations page at the following address:

Allianz Global Corporate & Specialty
225 W. Washington Street, Suite 1800
Chicago, IL 60606-3484

Website: <http://www.agcs.allianz.com/>

Email address for questions: supportcentral@allianz.com

Toll Free Telephone for general questions: 1-866-386-3932

Toll Free Telephone for Claims: 1-800-347-3428

The information above supersedes any other Company contact information you may have received with your policy.



MAY 16, 2017

Dear SOLO I O. LLC

Re, Policy Number: MZX80978056
Issuing Company: NATIONAL SURFTY CORPORATION

Thank you for choosing Allianz. Your commercial business insurance policy is enclosed. Please keep your policy in a secure place.

We're also writing to share exciting news about your commercial business insurance company - Fireman's Fund. Fireman's Fund is now part of Allianz Global Corporate & Specialty (Allianz). Uniting these two complementary businesses into one organization under the Allianz brand creates a strong business platform from which we can better serve our customers.

From a policyholder perspective, this does not represent a significant change. Fireman's Fund has been part of the Allianz Group since 1991. The biggest change is the brand name. As you can see on the enclosed package, you now see the Allianz brand more prominently than in the past. The Fireman's Fund name or one of its subsidiaries will continue to appear on your policy as the issuing company.

Here is a just a glimpse of why we are so proud to be part of the Allianz brand.

Safety and stability - Allianz Global Corporate & Specialty rated A+ by A.M. Best and AA by Standard and Poor's, earns one of the highest financial ratings of the leading global property and casualty insurance companies. Allianz is the world's largest property and casualty company by revenue and its globally diversified portfolio helps provide you with the scale, strength and sustainability to grow your business in the US and beyond.

Protecting your increasingly complex business risks - Allianz has a 125-year history of delivering exceptional insurance products and services to businesses around the world. Our broad product portfolio and risk mitigation services are designed to support the increasingly complex risks your business faces.

One of the world's most admired companies - Allianz is ranked by *Interbrand* as "One of the top global brands in the world" and "One of the world's most admired companies" by *Fortune*®. And, most importantly for our customers, Allianz has long held a global reputation for delivering exceptional claims service.

We will continue to update you as we make progress in uniting these two great companies. In the interim, please know that we truly appreciate your business and the trust you have placed in us.

We look forward to serving you under the Allianz brand.

Thank you for trusting Allianz to serve your insurance needs.

Best regards,

A handwritten signature in dark ink, appearing to read "Arthur E. Moassinann".

Arthur E. Moassinann
President & CEO, AGCS North America and Fireman's Fund Insurance Company
Member of the Allianz Global Corporate & Specialty SE Board of Management



Table of Contents

Portfolio Policy

POLICY NUMBER S 17 MZX 80978056

Named Insured
SOLO I O, LLC

Producer
ALLIANT INSURANCE SERVICES
570 RANCHEROS DR., STE 100
SAN MARCOS CA 92069

This policy contains the following sections:

Section	Pages
General Declarations	GD - 1 to GD - 6
Property Gard (R) Property Declarations..	PR - 1 to PR - 13
General Liability Declarations.....	GL - 1 to GL - 5
Crime Declarations.....	CR - 1 to CR - 2
Inland Marine Declarations.....	IM - 1 to IM - 2
Business Auto Policy Declarations.....	AU - 1 to AU - 3

General

GD

GENERAL



POLICY NUMBER
S 17 MZX 80978056

Previous Policy Numbers
NEW

Coverage for sections
other than WORKERS'
COMPENSATION is provided
in the following Company:
NATIONAL SURETY
CORPORATION
CHICAGO, IL 60603
A STOCK INSURANCE CO. (07)

PORTFOLIO POLICY (R)

GENERAL DECLARATIONS

Risk ID. J24/

Named Insured and Mailing Address

SOLO I O, LLC

(Named Insureds are continued following the Premium Summary section of
these General Declarations)

6535 WASHINGTON ST STE D2B
YOUNTVILLE CA 94599

Producer Name and Address

ALLIANT INSURANCE SERVICES

570 RANCHEROS DR., STE 100
SAN MARCOS CA 92069

The Named Insured is a(n) LIMITED LIABILITY COMPANY

Business or Operations of the Named Insured: RESTAURANT/HOSPITALITY GROUP

The insurance provided by this policy consists of the following coverage
form(s). The premium may be subject to adjustment. In return for payment of
the premium and subject to all the terms of this policy, we agree with you to
provide the insurance as stated in this policy.

PROPERTY COVERAGES
GENERAL LIABILITY COVERAGES - OCCURRENCE
CRIME COVERAGES
INLAND MARINE COVERAGES
AUTO INSURANCE COVERAGES

Policy Period (For above coverages)

INCEPTION DATE 04-22-17

EXPIRATION DATE 04-22-18

Beginning and Ending at 12:01 A.M., Standard Time
at the address of the insured

If this policy includes the "Business Auto Coverage Form", and/or the "Motor
Carrier Coverage Form" and/or the "Garage Coverage Form", each such form shall
be construed independent of any other such form, and none of the terms or
conditions contained in one such form shall be construed as being applicable
to any other such form.

Premium is included in the premium summary below.

POLICY NUMBER S 17 MZX 80978056
 PORTFOLIO POLICY (R)
 Named Insured
 SOLO I O, LLC

GENERAL DECLARATIONS Continued

PREMIUM SUMMARY:

Estimated Annual Premium	\$89,873.00
Premium Due at Inception	\$89,873.00

Terrorism Risk Insurance Act ("The Act") - Certified Acts Coverage - All Coverages Subject to the Act Excl WC and Umbrella - Covered	\$2,480
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This Policy may be subject to Premium Adjustment per Policy Terms.

A \$10 INSTALLMENT FEE WILL BE ADDED TO EACH INSTALLMENT INVOICE.

(Named Insured continued)

GRUPPO CHIARELLO, LLC
 GRUPPO CHIARILLO, INC. AN S CORP
 BOTTEGA, LLC
 SERRA HOSPITALITY, LLC
 DBA: COQUETA
 UNA MARCA, LLC
 DBA: OTTIMO
 ENGINE 8, LLC
 DBA: PLATFORM 8

LOCATIONS OF PREMISES--Applicable to Coverages specified in these Declarations
 (Not applicable to WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY)

LOC.				
001	6525 WASHINGTON ST STE A9 YOUNTVILLE	CA	94599-1300 NAPA	(CNTY)
002	PIER 5 THE EMBARCADERO SAN FRANCISCO	CA	94111-4800 SAN FRANCISCO	(CNTY)
003	6525 WASHINGTON ST STE D2B YOUNTVILLE	CA	94599-1300 NAPA	(CNTY)

POLICY NUMBER S 17 MZX 80978056
PORTFOLIO POLICY (R)
Named Insured
SOLO I O, LLC

GENERAL DECLARATIONS Continued

LOCATIONS OF PREMISES--Applicable to Coverages specified in these Declarations
(Not applicable to WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY)

LOC.				
004	6525 WASHINGTON ST YOUNTVILLE	CA	94599-1300 NAPA	(CNTY)
005	6525 WASHINGTON ST YOUNTVILLE	CA	94599-1300 NAPA	(CNTY)

POLICY NUMBER S 17 MZX 80978056
 PORTFOLIO POLICY (R)
 Named Insured
 SOLO I O, LLC

GENERAL DECLARATIONS Continued

FORMS ATTACHED AT INCEPTION

GENERAL PROVISIONS

IL0003 09-08 CALCULATION OF PREMIUM (IL 00 03 09 08)
 IL0017 11-98 REV 2 COMMON POLICY CONDITIONS (IL 00 17 11 98)
 IL0021 09-08 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
 (IL 00 21 09 08)
 IL0103 09-07 CALIFORNIA CHANGES - ACTUAL CASH VALUE (IL 01 03 09 07)
 IL0270 09-12 CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL
 (IL 02 70 09 12)
 IL0935 07-02 EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES (IL 09 35 07 02)
 145901 01-02 DETRIMENTAL CODE EXCLUSION (145901 01 02)
 145917CA 06-04 SILICA PARTICLES EXCLUSION - CALIFORNIA (145917CA 06 04)
 145927 01-15 DISCLOSURE OF PREMIUM AND ESTIMATED PREMIUM FOR CERTIFIED ACTS
 OF TERRORISM COVERAGE
 (PURSUANT TO TERRORISM RISK INSURANCE ACT)
 (145927 01 15)
 145963 06-07 KEY EMPLOYEE EXTRA EXPENSE ENDORSEMENT (145963 06 07)
 145985 06-14 ECONOMIC OR TRADE SANCTIONS COMPLIANCE (145985 06 14)

PROPERTY

CP0030 10-91 BUSINESS INCOME COVERAGE FORM (EXTRA EXPENSE) (CP 00 30 10 91)
 CP0040 06-95 LEGAL LIABILITY COVERAGE FORM (CP 00 40 06 95)
 CP0090 07-88 COMMERCIAL PROPERTY CONDITIONS (CP 00 90 07 88)
 CP0299 06-07 CANCELLATION CHANGES (CP 02 99 06 07)
 CP0417 06-95 UTILITY SERVICES - DIRECT DAMAGE (CP 04 17 06 95)
 CP1218 06-95 LOSS PAYABLE PROVISIONS (CP 12 18 06 95)
 CP1531 07-88 ORDINANCE OR LAW - INCREASED PERIOD OF RESTORATION
 (CP 15 31 07 88)
 CP1545 06-95 UTILITY SERVICES - TIME ELEMENT (CP 15 45 06 95)
 CP1940 11-85 LEGAL LIABILITY COVERAGE SCHEDULE (CP 19 40 11 85)
 IL0415 04-98 PROTECTIVE SAFEGUARDS (IL 04 15 04 98)
 141035 12-88 COMMERCIAL PROPERTY CAUSES OF LOSS FORM (141035 12-88)
 141073 05-93 PROPERTY-GARD AMENDATORY ENDORSEMENT (141073 05 93)
 142000 12-88 REV 2 COMMERCIAL PROPERTY PROPERTY-GARD BUILDING AND PERSONAL
 PROPERTY COVERAGE FORM (142000 12 88)
 143609 07-03 PROPERTY-GARD EQUIPMENT BREAKDOWN COVERAGE ENDORSEMENT
 (143609 07 03)
 143623 06-05 CRISIS MANAGEMENT COVERAGE EXTENSION (143623 06 05)
 143626 06-05 PROPERTY-GARD RESTAURANT PLUS EXTENSION ENDORSEMENT
 (143626 06 05)
 143637 04-08 EARTHQUAKE SPRINKLER LEAKAGE ENDORSEMENT (143637 04 08)
 145942 09-04 RESTAURANT WINE COLLECTION VALUATION ENDORSEMENT
 (145942 09 04)
 145946 06-05 RESTAURANT INDUSTRY-TIPS INCLUDED AS BUSINESS INCOME
 AMENDATORY ENDORSEMENT (145946 06 05)

POLICY NUMBER S 17 MZX 80978056
 PORTFOLIO POLICY (R)
 Named Insured
 SOLO I O, LLC

GENERAL DECLARATIONS Continued

FORMS ATTACHED AT INCEPTION

PROPERTY

145947 06-05 HOSPITALITY INDUSTRY ADDITIONAL COVERAGE EXTENSIONS
 ENDORSEMENT (145947 06 05)
 145951 01-06 EVENT CANCELLATION AND POSTPONEMENT EXPENSE REIMBURSEMENT
 ENDORSEMENT (145951 01 06)

GENERAL LIABILITY

CG0001 04-13 REV 2 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 (CG 00 01 04 13S)
 CG0033 04-13 REV LIQUOR LIABILITY COVERAGE (CG 00 33 04 13R)
 CG2106 05-14 EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL
 INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED
 BODILY INJURY EXCEPTION (CG 21 06 05 14)
 CG2147 12-07 EMPLOYMENT - RELATED PRACTICES EXCLUSION (CG 21 47 12 07)
 CG2406 04-13 LIQUOR LIABILITY - BRING YOUR OWN ALCOHOL ESTABLISHMENTS -
 (CG 24 06 04 13)
 CG2407 01-96 REV PRODUCTS - COMPLETED OPERATIONS HAZARD REDEFINED
 (CG 24 07 01 96R)
 CG2504 05-09 DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT (CG 25 04 05 09)
 CG3234 01-05 CALIFORNIA CHANGES (CG 32 34 01 05)
 CG7053 05-05 VALET PARKING ENDORSEMENT (CG 70 53 05 05)
 CG7092 12-92 REV 2 COMPLETE LEAD POISONING AND LEAD CONTAMINATION
 EXCLUSION (CG 70 92 12 92 S)
 CG7093 12-92 REV COMPLETE ASBESTOS EXCLUSION (CG 70 93 12 92R)
 CG7128 05-06 PRODUCT WITHDRAWAL EXPENSE INSURANCE (CG 71 28 05 06)
 CG7170 08-05 AMENDMENT TO POLLUTION EXCLUSION (CG 71 70 08 05)
 CG7193 01-14 MULTICOVER - WITHOUT MEDICAL PAYMENTS (CG 71 93 01 14)
 CG7252 12-07 AMENDMENT - MEDICAL PAYMENTS FOR RESTAURANTS (CG 72 52 12 07)
 CG7257 04-06 REV DESIGNATED LOCATION(S) LIQUOR LIABILITY GENERAL AGGREGATE
 LIMIT (CG 72 57 04 06R)
 CG7275 06-07 PERSONAL AND ADVERTISING INJURY HAZARD REDEFINED
 (CG 72 75 06 07)
 CG7294 01-12 CROSS SUITS EXCLUSION (ANY INSURED) (CG 72 94 01 12)
 EB7000 12-97 EMPLOYEE BENEFITS ADMINISTRATION ERRORS AND OMISSIONS
 INSURANCE (EB 70 00 12 97)

CRIME

CR0021 08-13 COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)
 (CR 00 21 08 13)
 CR0150 08-07 CALIFORNIA CHANGES - ESCROW AGENT (CR 01 50 08 07)
 CR0256 08-07 CHANGE IN CONTROL OF THE INSURED - NOTICE TO THE COMPANY -
 CALIFORNIA (CR 02 56 08 07)

POLICY NUMBER S 17 MZX 80978056

PORTFOLIO POLICY (R)

Named Insured

SOLO I O, LLC

GENERAL DECLARATIONS Continued

FORMS ATTACHED AT INCEPTION

INLAND MARINE

140559 12-86 REV CONDITIONS (140559 12 86 R)

145446 01-07 DATA COMPROMISE COVERAGE FORM - (145446 01 07)

145501 10-08 PAYMENT CARD SECURITY EXTRA EXPENSE EXTENSION ENDORSEMENT
(145501 10 08)

AUTOMOBILE

CA0001 10-13 BUSINESS AUTO COVERAGE FORM (CA 00 01 10 13)

CA0143 10-13 CALIFORNIA CHANGES (CA 01 43 10 13)

CA7003 10-01 EXPLANATION OF PREMIUM BASIS (CA 70 03 10 01)

CA7078 01-06 REV EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR
CHEMICAL TERRORISM (CA 70 78 01 06R)

Countersignature of Authorized Agent: _____

Date 05/16/17

Producer ALLIANT INSURANCE SERVICES

570 RANCHEROS DR., STE 100

SAN MARCOS CA 92069

Calculation of Premium - IL 00 03 09 08

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

Capital Assets Program (Output Policy) Coverage Part
Commercial Automobile Coverage Part
Commercial General Liability Coverage Part
Commercial Inland Marine Coverage Part
Commercial Property Coverage Part
Crime and Fidelity Coverage Part
Employment-Related Practices Liability Coverage Part
Equipment Breakdown Coverage Part
Farm Coverage Part
Liquor Liability Coverage Part
Medical Professional Liability Coverage Part
Owners and Contractors Protective Liability Coverage Part
Pollution Liability Coverage Part
Products/Completed Operations Liability Coverage Part
Railroad Protective Liability Coverage Part

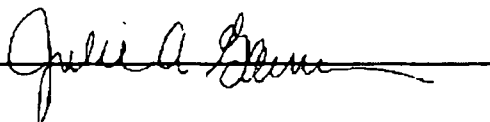
The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was

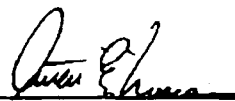
issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



Common Policy Conditions - IL 00 17 11 98

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination of Your Books and Records

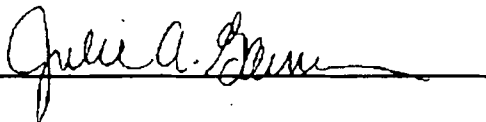
We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections and Surveys

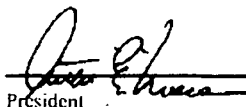
1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



- a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2 of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer of Your Rights and Duties Under This Policy.

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Nuclear Energy Liability Exclusion Endorsement - Broad Form

IL 00 21 09 08

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

Commercial Automobile Coverage Part
Commercial General Liability Coverage Part
Farm Coverage Part
Liquor Liability Coverage Part
Medical Professional Liability Coverage Part
Owners and Contractors Protective Liability Coverage Part
Pollution Liability Coverage Part
Products/Completed Operations Liability Coverage Part
Railroad Protective Liability Coverage Part
Underground Storage Tank Policy

1. The insurance does not apply:

A. Under any Liability Coverage, to **bodily injury** or **property damage**:

(1) With respect to which an **insured** under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this policy not been issued would be, entitled to

indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to **bodily injury** resulting from **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

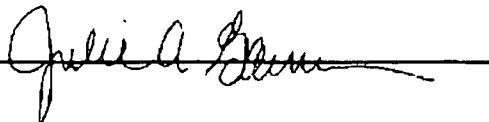
C. Under any Liability Coverage, to **bodily injury** or **property damage** resulting from **hazardous properties of nuclear material** if:

(1) The **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom:

(2) The **nuclear material** is contained in **spent fuel or waste** at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an **insured**; or

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



- (3) The **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

2. As used in this endorsement

Hazardous properties included radioactive, toxic or explosive properties.

Nuclear material means **source material**, **special nuclear material** or **by-product material**.

Source material, **special nuclear material**, and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

Waste means any waste material (a) containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and (b) resulting from the operation by any person or organization of any **nuclear facility** included under

the first two paragraphs of the definition of **nuclear facility**.

Nuclear facility means:

- (a) Any **nuclear reactor**;
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel** or (3) handling, processing or packaging **waste**;
- (c) Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Property damage includes all forms of radioactive contamination of property.

California Changes - Actual Cash Value - IL 01 03 09 07

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

Crime and Fidelity Coverage Part

Equipment Breakdown Coverage Part

The following is added to any provision which uses the term actual cash value:

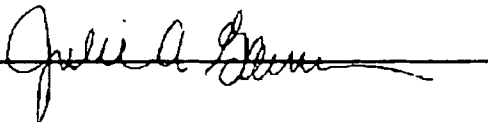
Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration,

depreciation and obsolescence. Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

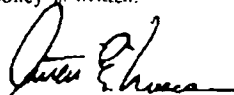
The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



California Changes - Cancellation and Nonrenewal - IL 02 70 09 12

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

Capital Assets Program (Output Policy) Coverage Part
Commercial Automobile Coverage Part
Commercial General Liability Coverage Part
Commercial Inland Marine Coverage Part
Commercial Property Coverage Part
Crime and Fidelity Coverage Part
Employment-Related Practices Liability Coverage Part
Equipment Breakdown Coverage Part
Farm Coverage Part
Liquor Liability Coverage Part
Medical Professional Liability Coverage Part
Pollution Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. Paragraphs 2, 3, and 5, of the Cancellation Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

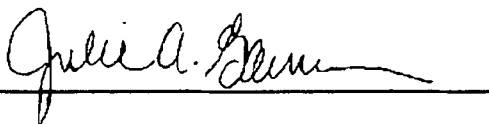
a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by;

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



- (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
- (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
- (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
- (7) A change by you or your representative in the activities or property of the commercial or industrial

enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

- (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium or discovery of fraud; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

- B. The following provision is added to the **Cancellation** Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
- b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an

earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

- (1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or
- (2) Farm Coverage Part - Causes Of Loss Form - Farm Property, Paragraph D. Covered Causes Of Loss - Special.

- C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential

unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below.
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;
- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or
- (3) We have:
 - (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.
- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

- (1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or
- (2) Farm Coverage Part - Causes Of Loss Form - Farm Property, Paragraph D. Covered Causes Of Loss - Special.

- 3. We are not required to send notice of nonrenewal in the following situations:
 - a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
 - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
 - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
 - d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
 - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
 - f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions, or at an increased premium rate, when the increase exceeds 25%.

Exclusion of Certain Computer-Related Losses - IL 09 35 07 02

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:**Commercial Inland Marine Coverage Part****Commercial Property Coverage Part****Crime and Fidelity Coverage Part****Standard Property Policy**

A. We will not pay for loss (loss) or damage caused directly or indirectly by the following. Such loss (loss) or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss (loss) or damage.

1. The failure, malfunction or inadequacy of:

a. Any of the following, whether belonging to any insured or to others:

(1) Computer hardware, including microprocessors;

(2) Computer application software;

(3) Computer operating systems and related software;

(4) Computer networks;

(5) Microprocessors (computer chips) not part of any computer system; or

(6) Any other computerized or electronic equipment or components; or

b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.1.a. of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the

inability of computer software to recognize the year 2000.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph A.1. of this endorsement.

B. If an excluded Cause of Loss as described in Paragraph A. of this endorsement results:

1. In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or

2. Under the Commercial Property Coverage Part:

a. In a **Specified Cause of Loss**, or in elevator collision resulting from mechanical breakdown, under the Causes of Loss - Special Form; or

b. In a Covered Cause of Loss under the Causes Of Loss - Basic Form or the Causes Of Loss - Broad Form;

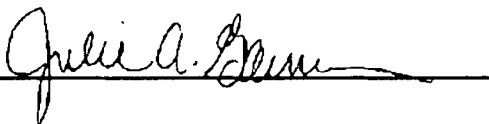
we will pay only for the loss (loss) or damage caused by such **Specified Cause of Loss**, elevator collision, or Covered Cause of Loss.

C. We will not pay for repair, replacement or modification of any items in Paragraphs A.1.a. and A.1.b. of this endorsement to correct any deficiencies or change any features.

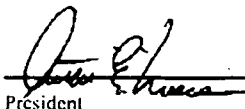
This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



Detrimental Code Exclusion - 145901 01 02

Policy Amendment(s)

This endorsement modifies insurance provided under the following:

Commercial Property Coverage Part

Property-Gard Select Real and Personal Property Coverage Section

Commercial Inland Marine Coverage Part

Commercial Crime Coverage Part

Standard Property Policy

All Other Property, Inland Marine, or Crime Coverage Forms or Endorsements attached to this policy

The following exclusion applies to any coverage part, coverage form, coverage section, coverage provision, extension of coverage, additional coverage, coverage enhancement, or amendatory endorsement attached to this policy:

1. This insurance does not apply to any loss, damage, expense, injury, economic loss, economic detriment, liability, or claim, directly or indirectly, arising out of, caused by, resulting from, happening through, or in consequence of **detrimental code**, notwithstanding any other provision of this policy to the contrary.
2. Such loss, damage, expense, injury, economic loss, economic detriment, liability, or claim is excluded regardless of any other cause, condition, or event that contributes concurrently or in any sequence

to the loss, damage, expense, injury, economic loss, economic detriment, liability, or claim.

3. This exclusion applies regardless of who introduced the **detrimental code**, even if the **detrimental code** was introduced by your employees.

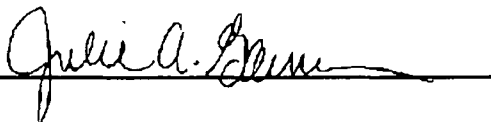
Definition:

Detrimental code means any computer virus, program, routine, sub-routine, trojan horse, worm, script or other code string that destroys, alters, or corrupts Covered Property, Property Insured, or property of others for which you are liable, regardless of how the **detrimental code** was introduced or acquired.

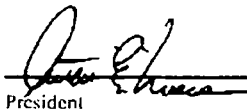
This endorsement is otherwise subject to all terms, conditions, provisions and stipulations of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



Silica Particles Exclusion - California - 145917CA 06 04

Policy Amendment(s)

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage
Liquor Liability Coverage
Owners and Contractors Protective Liability Coverage
Pollution Liability Coverage
Products/Completed Operations Liability Coverage
Railroad Protective Liability Coverage
Underground Storage Tank Liability Coverage
Farm Liability Coverage
American Business Coverage (Section II)
Garage Coverage (Section II)

The following exclusion is added:

This insurance does not apply to any claim or liability arising, in whole or in part, directly or indirectly out of, or which is in any way related to, Silica.

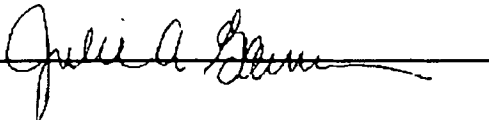
As used in this exclusion, the term **Silica** includes, but is not limited to, the actual or threatened exposure to,

inhalation of or contact with, silicon dioxide, silica, silica products, silica fibers, silica dust, any other silica byproducts, and silica, whether alone or in combination with any substance, product or material.

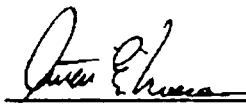
Without limiting the foregoing, this exclusion applies to every injury, damage, loss, cost or expense otherwise covered by this policy, if any.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



Disclosure of Premium and Estimated Premium for Certified Acts of Terrorism Coverage (Pursuant to Terrorism Risk Insurance Act)

145927 01 15

This Endorsement is attached to and made part of your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act, as amended ("certified acts of terrorism"). The portion of your premium attributable to such coverage is shown in the policy Declarations. This premium is based on the rates in effect at the time of policy issuance or policy anniversary and was calculated for the full term of the current policy period.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceed \$100 billion.

C. Cap on Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, exceed \$100 billion in a calendar

year and we have met our insurer deductible under the Terrorism Risk Insurance Act, as amended, then we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. Possibility of Additional or Return Premium

The premium for **certified acts of terrorism** coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act, as amended. If the federal program terminates or if the level or terms of federal participation change, the premium charge for acts of terrorism as shown in the Declarations of this policy may also change. If this policy contains a Conditional Exclusion, continuation of coverage for **certified acts of terrorism** or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. If this policy does not contain a Conditional Exclusion, coverage for **certified acts of terrorism** will continue. In either case, when disposition of the federal program is determined, we will recalculate the premium charge made for those acts of terrorism covered by the Terrorism Risk Insurance Act, as amended, that remain covered by this policy after the disposition of the federal program. We will calculate the premium charge as follows:

1. We will calculate the pro-rated premium shown in the Declarations for **certified acts of terrorism** from the effective date of your policy to the date of expiration or change of the federal program.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

1459271-15

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2. We will calculate the pro-rated premium charge for acts of terrorism that remain covered for the policy period that remains in effect from the expiration or change of the federal Program to the anniversary or expiration date of your policy.
 3. We will add the amount determined in D.1. above to the amount determined in D.2. above. Such premium will be your revised annual premium for coverage for acts of terrorism.
 - a. If the revised annual premium determined above is an additional premium, this additional premium may be waived by us for the remainder of the policy term.
 - b. If the revised annual premium determined above is a return premium, we will refund this amount to you.
- All other terms and conditions of the policy remain unchanged.

Key Employee Extra Expense Endorsement - 145963 06 07

Policy Amendment(s) Commercial Coverage

This Endorsement Modifies Insurance Provided Under The Following:**Commercial Property Coverage Part****Property-Gard Select Real and Personal Property Coverage Section****Commercial Inland Marine Coverage Part****I. Coverage**

We will pay the **key employee extra expense** that you incur during the **period of recruitment** to recruit a **replacement employee** due to your permanent loss of services from the **key employee** described in the Schedule of this Endorsement.

II. Covered Causes of Loss

The **key employee extra expense** must be caused by or result from a covered **key employee accident or illness**.

III. Exclusions and Limitations of Coverage**A. We will not pay for any **key employee extra expense**:**

1. Unless the **key employee** or Additional Key Employee Extra Expense items are described in the Schedule of this Endorsement.
2. Unless all reasonable means are used to reduce, minimize, or discontinue the **key employee extra expense** as soon as possible after the covered **key employee accident or illness**.
3. That would have been incurred by you for the **key employee** if you had not lost the services of the **key employee**.

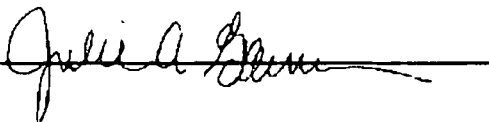
4. Caused by or resulting from:**a. War and Military Action**

- (1) War, including undeclared war or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

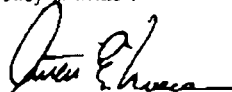
b. Nuclear reaction or radiation, or radioactive contamination, however caused.**c. Suicide, attempted suicide or intentional self inflicted injury or illness.****d. Any person that is 65 years of age or older whether or not the person is shown in the Schedule of this Endorsement.**

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



1459636-07

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- e. The purchase of real property such as but not limited to closing costs, title searches, title insurance, or mortgage payments.
 - f. Lease or rent deposits; first month's rent; last month's rent; security deposits; forfeiture of a lease, rent, or security deposit; utility deposits; or rent or lease payments, except for the necessary use of temporary housing within the first 30 days of employment as defined under **key employee extra expense**.
 - g. Suspension, lapse or cancellation of any license, lease or contract except for the lease or rental cancellation charge provision defined under **key employee extra expense**.
- B. If this Endorsement is attached to the Property-Gard Select Real and Personal Property Coverage Section - 190001, then the following exclusion is added to Part D.2. Exclusions of the Property-Gard Select Real and Personal Property Coverage Section:
- h. Disease.

However, this exclusion does not apply to coverage provided by this Endorsement.

- C. A covered **key employee accident or illness** does not create, nor will it invoke coverage for the Loss of Business Income, Rental Value, Extra Expense, Expediting Expense, or consequential loss of any kind or nature provided elsewhere under this Coverage Section or Policy, except as provided by this Endorsement under **key employee extra expense**.
- D. The following exclusion is added to any coverage form or endorsement attached to this policy that provides coverage for Loss of Business Income, Extra Expense, Expediting Expense, Rental Value or consequential loss of any kind or nature:

Except as provided for within this Key Employee Extra Expense Endorsement - 145963, we will not pay for any Loss of Business Income, Extra Expense, Expediting Expense, Rental Value or consequential loss of any kind or nature arising from an insured loss

under the Key Employee Extra Expense Endorsement - 145963, even when such covered loss is caused by or resulting from:

- 1. Loss or damage to any property at the **premises** described in the Declarations; or
- 2. Loss or damage to any **key employee** insured by the Key Employee Extra Expense Endorsement - 145963; or
- 3. Any **Covered Cause of Loss** insured under this Coverage Part, Coverage Section, or Policy; or
- 4. Any covered **key employee accident or illness** insured under the Key Employee Extra Expense Endorsement - 145963.

- E. If there is any other relocation benefits program or insurance providing the same coverage as described in this Endorsement, under this policy or any other policy, then we will only pay for the amount of covered loss or damage in excess of the amount due from that other insurance, whether collectible or not.

IV. Additional Conditions

The following conditions apply in addition to the conditions contained in the Coverage Parts to which this Endorsement is attached:

- A. To be eligible for coverage under this Endorsement, the **key employee** shown on the Schedule of this Endorsement must have maintained an average of at least 30 hours of work per week for a minimum of ninety (90) consecutive days of employment immediately prior to the occurrence of an otherwise covered **key employee accident or illness**.
- B. Prompt notice of the loss must be provided along with a description of the **key employee accident or illness** including when and where the incident occurred.
- C. A complete accounting of **key employee extra expenses** must be provided including receipts for all expenses incurred.

V. Deductible

- A. No deductible applies to Key Employee Extra Expense Endorsement unless a dollar

deductible amount is shown in the Schedule of this Endorsement.

- B. If a deductible is shown in the Schedule of this Endorsement, then we will not pay any **key employee extra expense** in any one occurrence until the amount of such covered expenses exceeds the Deductible shown in the Schedule of this Endorsement. We will then pay the amount of covered **key employee extra expenses** in excess of the Deductible, up to the applicable Sublimit of Insurance or Limit of Insurance.
- C. If more than one deductible is applicable under this Endorsement and the Coverage Parts to which this Endorsement is attached, we will only apply the highest deductible amount that is applicable.

VI. Coverage Territory

The coverage territory is the 48 contiguous States of the United States of America; the State of Alaska; the State of Hawaii; the District of Columbia; and Puerto Rico.

VII. Limits of Insurance

- A. The most **key employee extra expense** we will pay in any one occurrence under this Endorsement for any one **key employee** is the Per Employee Sublimit of Insurance shown in the Schedule of this Endorsement applicable to Key Employee Extra Expense.
- B. Per Employee Sublimits of Insurance shown in the Schedule applicable to Key Employee Extra Expenses do not increase any Limits of Insurance provided by this Endorsement.
- C. The most **key employee extra expense** we will pay in any one occurrence under this Endorsement, regardless of the number of **key employees**, is the Blanket Limit of Insurance shown in the Schedule of this Endorsement applicable to Key Employee Extra Expense.
- D. In the event that the combination of the Per Employee Sublimit of Insurance and the Blanket Limit of Insurance are insufficient to cover the total number of **key employees** affected in any one occurrence, you may apportion the Blanket Limit of Insurance to all **key employees** shown in the Schedule in any

allocation you desire, subject to the maximum Per Employee Sublimit of Insurance and Blanket Limit of Insurance shown in the Schedule of this Endorsement.

- E. The most **key employee extra expense** we will pay in all occurrences in any one policy period under this Endorsement is the **Annual Aggregate Limit of Insurance** shown in the Schedule of this Endorsement applicable to Key Employee Extra Expense.

VIII. Additional Definitions

The following additional definitions apply to this Endorsement:

- A. **Annual Aggregate** means the most we will pay for all loss or damage arising from all occurrences(s) during any one Policy Period. The **Annual Aggregate Limit of Insurance** is reduced by the amount of any paid loss.

If the policy is written for a term of more than one year, then we will apply the **Annual Aggregate Limit of Insurance** separately to each consecutive year of the Policy Period. If the policy is extended for a period of time that is less than a year, the remaining **Annual Aggregate Limit of Insurance** from the prior term applies to the extended period of time.

- B. **Complete Disability** means the permanent inability of the **key employee** to physically perform the duties required by the **key employee's** current job at your business, and, must be diagnosed as such within ninety (90) consecutive days of the covered **key employee accident or illness**.
- C. **Departure Residence** means the primary residence location that the **replacement employee** will be moving from in order to work for you.
- D. **Destination Residence** means the new primary residence location that the **replacement employee** will be moving into in order to work for you.
- E. **Family** means the spouse or domestic partner and dependent children who reside with the **replacement employee** at the time of hiring and who will reside with the **replacement employee** at the **destination residence**.

F. **Key Employee** means:

1. Any natural person shown in the Schedule of this Endorsement:
 - a. While in your service and employed by you;
 - b. Who you compensate directly by salary, wages or commissions; and
 - c. Who you have the right to direct and control while performing services for you.
2. Any natural person shown in the Schedule of this Endorsement:
 - a. Who is an independent contractor or is leased to you from a labor leasing firm; and
 - b. That performs duties for you related to the conduct of your business; and
 - c. Is under contract to perform such duties.
3. **Key employee** does not mean any natural person that has:
 - a. Been terminated by you for any reason;
 - b. Voluntarily resigned; or
 - c. Retired;

even if the name of that natural person is shown on the Schedule of this Endorsement.

G. **Key Employee Accident or Illness** means:

1. a. A verifiable sudden accident causing bodily injury or death that occurs during the policy period and after the date the **key employee** is hired; or
- b. An illness or ailment that is first diagnosed during the policy period and after the date the **key employee** is hired;

that is not otherwise excluded in this Endorsement.

2. A **key employee accident or illness** must:

- a. Occur solely and independently of any other cause of loss; and
- b. Result in the **key employee's** death, or complete disability.

H. **Key Employee Extra Expense** means the actual, reasonable, and necessary expenses that you would not have incurred had there been no **key employee accident or illness** and must be directly related to the recruitment and replacement of a **key employee**. **Key Employee Extra Expenses** include:

1. Fees paid to a search firm including the costs of advertising, travel, lodging, meals, or car rental during the **replacement employee** interview process. Coverage under this provision ceases immediately upon hiring the **replacement employee**.
2. The costs associated with pre-qualifying a job applicant including background checks, or verifying personal references, and the legal expenses incurred to draw up employment contracts upon hiring the **replacement employee**.
3. The costs, including overtime pay, to continue the performance of the **key employee's** normal job responsibilities with comparable quality while a **replacement employee** is being recruited, hired, or trained.
4. The cost to relocate the **replacement employee** to living accommodations within a reasonable commuting distance from your business if the **destination residence** is more than 100 miles from the **departure residence**, traveling the shortest, most commonly used route, including:
 - a. The cost of temporary housing near your business for the **replacement employee's** family, if the **replacement employee** is required to report to work but has been unable to move into the **destination residence**, notwithstanding exclusion III.A.4.f. above.

- b. The cost of car rental and necessary transportation directly to and from the **departure residence**.
 - c. Fees paid to find living accommodations for the **replacement employee** and **family**.
 - d. The cost of up to three (3) real estate broker market analyses for the purpose of selling the **replacement employee's departure residence**.
 - e. The unavoidable lease or rental cancellation charge due to the hiring of the **replacement employee**, if the **replacement employee** leases or rents their **departure residence**, notwithstanding exclusion III.A.4.f. and g. above.
 - f. The cost to move the **replacement employee's** household personal property from the **departure residence** into the **destination residence** by a professional moving service. Coverage under this provision includes the cost of insurance for the protection of household personal property if purchased, but does not provide insurance coverage for the protection of such household personal property.
5. Up to 25% of the cost of the first year salary and benefits of the **replacement employee** that are in excess of the amounts that would have been incurred for the **key employee** if you had not lost the services of the **key employee**.
- 6. The cost of providing training or education for the **replacement employee**.
 - 7. All necessary expenses that reduce the loss payable under this Endorsement that otherwise would have been incurred.
 - 8. Additional Key Employee Extra Expense Items shown in the Schedule of this Endorsement but only if such items are directly related to the recruitment and replacement of a **key employee** and not otherwise excluded by this Endorsement.
- I. **Period of Recruitment** means the period of time that:
- 1. Begins with the date that a **key employee** shown in the Schedule of this Endorsement suffers a **key employee accident or illness**; and
 - 2. Ends 180 consecutive days following the date when a **replacement employee** is hired or should have been acquired with reasonable speed and diligence.
- The expiration date of this policy will not cut short the **period of recruitment**.
- J. **Replacement Employee** means an employee hired to replace a **key employee** shown in the Schedule of this Endorsement.
- IX. This endorsement is otherwise subject to all other terms, conditions, provisions and stipulations of the policy to which it is attached.

Economic or Trade Sanctions Compliance - 145985 06 14

Policy Amendment

The following is added to the Policy and replaces any other provision in the Policy addressing economic or trade sanctions:

This insurance does not apply to the extent that economic or trade sanctions or other laws or regulations prohibit us (the Company) from providing insurance.

All other terms and conditions of the policy remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Property	PR
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PROPERTY

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

PORTFOLIO POLICY (R)

PROPERTY-GARD (R) PROPERTY DECLARATIONS

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES, ENDORSEMENTS AND
LIMITS OF LIABILITY SHOWN BELOW.

BUSINESS PERSONAL PROPERTY - SPECIAL CAUSES OF LOSS FORM

PROPERTY COVERED AND LIMITS OF LIABILITY

ITEM A - STOCK
ITEM B - FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY
ITEM C - TENANTS IMPROVEMENTS

PROPERTY AT SPECIFICALLY IDENTIFIED LOCATIONS

BLANKET LIMITS OF LIABILITY: \$8,118,654 DEDUCTIBLE \$1,000 COINS 100%

LOC	COVERAGE ITEMS	LOC	COVERAGE ITEMS
001	A,B,C	002	A,B,C
003	A,B,C	004	A,B,C
005	A,B,C		

REPLACEMENT COST

APPLIES AT LOCATIONS 001 002 003 004 005

AGREED VALUE APPLIES (REFER TO G.1 OF FORM 142000)

APPLIES AT LOCATIONS 001 002 003 004 005

BUSINESS REAL PROPERTY - SPECIAL CAUSES OF LOSS FORM

LOCATIONS AND LIMITS OF LIABILITY

BLANKET LIMITS OF LIABILITY: INCLUDED UNDER BUSINESS PERSONAL
PROPERTY BLANKET LIMITS

DEDUCTIBLE \$1,000
FOR LOC. 001 002 003 004 005

REPLACEMENT COST

APPLIES AT LOCATIONS 001 002 003 004 005

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

PORTFOLIO POLICY (R)

AGREED VALUE APPLIES (REFER TO G.1 OF FORM 142000)

APPLIES AT LOCATIONS 001 002 003 004 005

TIME ELEMENT - SPECIAL CAUSES OF LOSS FORM

BUSINESS INCOME

LOCATIONS AND LIMITS OF LIABILITY

BLANKET LIMIT OF LIABILITY: \$6,500,000 COINS 0%

FOR LOC. 001 002 003 004 005

PERIOD OF INDEMNITY IN EXCESS OF 30 DAYS:

LOC	PERIOD (IN DAYS)	LOC	PERIOD (IN DAYS)
001	360	002	360
003	360	004	360
005	360		

OTHER PROPERTY COVERAGE

BUSINESS INCOME COVERAGE FORM AND EXTRA EXPENSE

CP 00 30 10 91

☒ (i) Business Income including Rental Value.
☐ (ii) Business Income other than Rental Value.
☐ (iii) Rental Value.

PROPERTY ENDORSEMENTS

PROTECTIVE SAFEGUARDS (IL 04 15 04 98)

LOC	SYMBOLS	DESCRIPTION (FOR SYMBOL P9 ONLY)
001	P1 P9	CENTRAL STATION ALARM
002	P1 P9	CENTRAL STATION ALARM
003	P1 P9	CENTRAL STATION ALARM
004	P1 P9	CENTRAL STATION ALARM
005	P1 P9	CENTRAL STATION ALARM

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

PORTFOLIO POLICY (R)

PROPERTY ENDORSEMENTS (CONTINUED)

LOSS PAYABLE PROVISIONS (CP 12 18 06 95)

LOC 001 AMOUNT OF INSURANCE
PROVISIONS LOSS PAYABLE
LOSS PAYEE NAME AND ADDRESS
BSREP II VINTAGE ESTATE, LLC
A DELAWARE LIMITED LIABILITY CO
ATTN: DENNIS MITCHELL
6525 WASHINGTON STREET
YOUNTVILLE CA 94599

LOC 001 AMOUNT OF INSURANCE
PROVISIONS LOSS PAYABLE
LOSS PAYEE NAME AND ADDRESS
BANK OF THE WEST, IOESAOA
FRESNO LMO
6873 N. WEST AVE. SUITE 102
FRESNO CA 93711

LOC 002 AMOUNT OF INSURANCE
PROVISIONS LOSS PAYABLE
LOSS PAYEE NAME AND ADDRESS
BSREP II VINTAGE ESTATE, LLC
A DELAWARE LIMITED LIABILITY CO
ATTN: DENNIS MITCHELL
6525 WASHINGTON STREET
YOUNTVILLE CA 94599

LOC 002 AMOUNT OF INSURANCE
PROVISIONS LOSS PAYABLE
LOSS PAYEE NAME AND ADDRESS
BANK OF THE WEST, IOESAOA
FRESNO LMO
6873 N. WEST AVE. SUITE 102
FRESNO CA 93711

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

PORTFOLIO POLICY (R)

PROPERTY ENDORSEMENTS (CONTINUED)

LOSS PAYABLE PROVISIONS (CP 12 18 06 95)
(CONTINUED)

LOC 003 AMOUNT OF INSURANCE
PROVISIONS LOSS PAYABLE
LOSS PAYEE NAME AND ADDRESS
BSREP II VINTAGE ESTATE, LLC
A DELAWARE LIMITED LIABILITY CO
ATTN: DENNIS MITCHELL
6525 WASHINGTON STREET
YOUNTVILLE CA 94599

LOC 003 AMOUNT OF INSURANCE
PROVISIONS LOSS PAYABLE
LOSS PAYEE NAME AND ADDRESS
BANK OF THE WEST, IOESAOA
FRESNO LMO
6873 N. WEST AVE. SUITE 102
FRESNO CA 93711

LOC 004 AMOUNT OF INSURANCE
PROVISIONS LOSS PAYABLE
LOSS PAYEE NAME AND ADDRESS
BSREP II VINTAGE ESTATE, LLC
A DELAWARE LIMITED LIABILITY CO
ATTN: DENNIS MITCHELL
6525 WASHINGTON STREET
YOUNTVILLE CA 94599

LOC 004 AMOUNT OF INSURANCE
PROVISIONS LOSS PAYABLE
LOSS PAYEE NAME AND ADDRESS
BANK OF THE WEST, IOESAOA
FRESNO LMO
6873 N. WEST AVE. SUITE 102
FRESNO CA 93711

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

PORTFOLIO POLICY (R)

PROPERTY ENDORSEMENTS (CONTINUED)

LOSS PAYABLE PROVISIONS (CP 12 18 06 95)
(CONTINUED)

LOC 005 AMOUNT OF INSURANCE
PROVISIONS LOSS PAYABLE
LOSS PAYEE NAME AND ADDRESS
BSREP II VINTAGE ESTATE, LLC
A DELAWARE LIMITED LIABILITY CO
ATTN: DENNIS MITCHELL
6525 WASHINGTON STREET
YOUNTVILLE CA 94599

LOC 005 AMOUNT OF INSURANCE
PROVISIONS LOSS PAYABLE
LOSS PAYEE NAME AND ADDRESS
BANK OF THE WEST, IOESAOA
FRESNO LMO
6873 N. WEST AVE. SUITE 102
FRESNO CA 93711

PROPERTY-GARD AMENDATORY ENDORSEMENT (141073 05 93)

ENDORSEMENTS - OTHER PROPERTY COVERAGE

CP0040 LEGAL LIABILITY COVERAGE FORM (CP0040 0695)

CP0417 UTILITY SERVICES - DIRECT DAMAGE - CP 04 17 06 95

SCHEDULE

	COMMUNICATION SUPPLY (NOT INCLUDING OVERHEAD TRANSMISSION LINES)	COMMUNICATION SUPPLY (INCLUDING OVER- HEAD TRANSMISSION LINES)	POWER SUPPLY (NOT INCLUDING OVERHEAD TRANSMISSION LINES)	POWER SUPPLY (INCLUDING OVERHEAD TRANSMISSION LINES)
WATER SUPPLY	<u> X </u>	<u> </u>	<u> X </u>	<u> </u>

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

PORTFOLIO POLICY (R)

ENDORSEMENTS - OTHER PROPERTY COVERAGE (CONTINUED)

CP0417 UTILITY SERVICES - DIRECT DAMAGE - CP 04 17 06 95
(CONTINUED)

PREM. NO.	BLDG. NO.	COVERED PROPERTY	UTILITY SERVICES LIMIT OF INSURANCE	CAUSES OF LOSS FORM APPLICABLE
001-005			\$500,000	SPECIAL

CP1531 ORDINANCE OR LAW - INCREASED PERIOD OF RESTORATION
(CP 15 31 07 88)

CP1545 OFF-PREMISES SERVICES - TIME ELEMENT - CP 15 45 06 95

SCHEDULE

WATER SUPPLY PROPERTY	COMMUNICATION SUPPLY (NOT INCLUDING OVERHEAD TRANSMISSION LINES)	COMMUNICATION SUPPLY (INCLUDING OVER- HEAD TRANSMISSION LINES)	POWER SUPPLY (NOT INCLUDING OVERHEAD TRANSMISSION LINES)	POWER SUPPLY (INCLUDING OVERHEAD TRANSMISSION LINES)
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<u> X </u>	<u> X </u>		<u> X </u>	
PREM.NO.	BLDG.NO.	CAUSES OF LOSS FORM APPLICABLE	LIMITS OF INSURANCE	
001-005		SPECIAL	\$500,000	

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

PORTFOLIO POLICY (R)

ENDORSEMENTS - OTHER PROPERTY COVERAGE (CONTINUED)

CP1940 LEGAL LIABILITY COVERAGE SCHEDULE (CP 19 40 11 85)

The Legal Liability Coverage Form applies to the items described below for which a Limit of Insurance is shown:

Location and Occupancy	Description of Property	Limit of Insurance
Locs: 001,003,004,005	As Per Lease Agreement	\$1,500,000
Locs: 002	As Per Lease Agreement	\$500,000

**143623 CRISIS MANAGEMENT COVERAGE EXTENSION ENDORSEMENT -
(143623 06 05)**

Schedule

Coverage Description:	Limits of Insurance:
Crisis Event Response Communication Cost	\$50,000 for up to 60 days each Covered Crisis Event \$50,000 maximum during any one policy year
Crisis Event Business Income (and Extra Expense)	\$50,000 for up to 60 days each Covered Crisis Event \$50,000 maximum during any one policy year
Post Event Expense	\$50,000 for up to 60 days each Covered Crisis Event not to exceed \$5,000 for any one person \$50,000 maximum during any one policy year

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

PORTFOLIO POLICY (R)

ENDORSEMENTS - OTHER PROPERTY COVERAGE (CONTINUED)

143623 CRISIS MANAGEMENT COVERAGE EXTENSION ENDORSEMENT -
(143623 06 05)

(CONTINUED)

	Waiting Period	Deductible:
Crisis Event Response Communication Cost	None	
Crisis Event Business Income	Twenty four (24) hours	
Crisis Event Extra Expense	None	
Post Event Expenses	None	

143626 PROPERTY-GARD RESTAURANT PLUS EXTENSION
ENDORSEMENT - 143626 06-05

PROPERTY-GARD BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSE OF LOSS FORM
BUSINESS INCOME COVERAGE FORM (AND EXTRA EXPENSE)

DEDUCTIBLE: () \$250 () \$500 () \$1,000 (X) POLICY DEDUCTIBLE

143626.1 PROPERTY-GARD RESTAURANT PLUS EXTENSION ENDORSEMENT
(143626 06 05)

FORM 143626 HAS BEEN AMENDED TO SHOW THE FOLLOWING LIMITS:

COVERAGE	LIMIT OF INSURANCE
MONEY, CHECKS AND STAMPS	\$0
MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY	\$0
SPOILAGE	\$200,000
FINE ARTS	\$50,000
FIDELITY, FORGERY OR ALTERATION - LIMITED	
EACH OCCURENCE	\$0
ALL OCCURRENCES DURING POLICY PERIOD	\$0
PROPERTY OF OTHERS (INCLUDING CUSTOMERS PROPERTY)	\$50,000
PROPERTY OFF PREMISES	\$100,000
BUSINESS INCOME - EXTENDED PERIOD OF INDEMNITY	\$360
180 DAYS	

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

PORTFOLIO POLICY (R)

ENDORSEMENTS - OTHER PROPERTY COVERAGE (CONTINUED)

143637 Earthquake Sprinkler Leakage Endorsement - 143637 04 08

SCHEDULE

LIMITS OF INSURANCE

LOCATION(S)

BLANKET PER OCCURRENCE
LIMIT OF INSURANCE
\$ _____

LOCATION(S)

PER OCCURRENCE
SUBLIMIT(S) OF INSURANCE

001-005

\$2,000,000

\$ _____

\$ _____

\$ _____

PROPERTY DAMAGE
DEDUCTIBLE SCHEDULE

LOCATION(S)

DOLLAR DEDUCTIBLE
AMOUNT (\$)PERCENTAGE
AMOUNT (%)MINIMUM
DEDUCTIBLE

001-005

\$ _____

1 %

\$ _____

\$ _____

_____ %

\$ _____

\$ _____

_____ %

\$ _____

BUSINESS INCOME OR RENTAL VALUE
DEDUCTIBLE SCHEDULE

LOCATION(S)

DOLLAR DEDUCTIBLE
AMOUNT (\$)HOUR
DEDUCTIBLEMINIMUM
DEDUCTIBLE

001-005

\$ _____

72 Hours

\$ _____

\$ _____

_____ Hours

\$ _____

\$ _____

_____ Hours

\$ _____

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

PORTFOLIO POLICY (R)

ENDORSEMENTS - OTHER PROPERTY COVERAGE (CONTINUED)

143637 Earthquake Sprinkler Leakage Endorsement - 143637 04 08
(CONTINUED)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A Blanket Per Occurrence Limit of Insurance or Per Occurrence Sublimit of Insurance must be shown in the above Schedule, or in the Declarations applicable to this Endorsement, in order for coverage under this Endorsement to apply.

If no Blanket Per Occurrence Limit of Insurance or no Sublimit is shown in the Schedule of this Endorsement, or in the Declarations applicable to this Endorsement, then the coverage provided by this Endorsement does not apply.

If "0", "N/A", or "not covered" is shown as a Blanket Per Occurrence Limit of Insurance or as a Per Occurrence Sublimit of Insurance in the above Schedule, or in the Declarations applicable to this Endorsement, the coverage provided by this Endorsement does not apply.

145942 Restaurant Wine Collection Valuation Endorsement

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

PROPERTY-GARD BUILDING AND PERSONAL PROPERTY FORM
PROPERTY-GARD SELECT REAL AND PERSONAL PROPERTY COVERAGE SECTION
STANDARD PROPERTY POLICY

SCHEDULE

LOCATION NUMBER	LIMIT OF INSURANCE
001-005	\$200,000
	\$
	\$
	\$
	\$
	\$

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

PORTFOLIO POLICY (R)

ENDORSEMENTS - OTHER PROPERTY COVERAGE (CONTINUED)

145942 Restaurant Wine Collection Valuation Endorsement
(CONTINUED)

145946 RESTAURANT INDUSTRY - TIPS INCLUDED AS BUSINESS INCOME
AMENDATORY ENDORSEMENT - 145946 06-05

145947 HOSPITALITY INDUSTRY ADDITIONAL COVERAGE EXTENSIONS
ENDORSEMENT - 145947 06-05

PROPERTY-GARD BUILDING AND PERSONAL PROPERTY FORM
CAUSE OF LOSS FORM
PROPERTY-GARD SELECT REAL AND PERSONAL PROPERTY COVERAGE SECTION
STANDARD PROPERTY POLICY

DEDUCTIBLE APPLICABLE TO ALL COVERAGES CONTAINED IN THIS ENDORSEMENT:

() \$250 () \$500 () \$1,000 (X) POLICY DEDUCTIBLE

145951 EVENT CANCELLATION AND POSTPONEMENT EXPENSE REIMBURSEMENT
ENDORSEMENT - 145951 01-06

Schedule

Limit per Event: \$10,000
Annual Aggregate: \$30,000

145963 KEY EMPLOYEE EXTRA EXPENSE ENDORSEMENT - 145963DEC 06 07

Schedule

Key Employee Extra Expense
Limit(s) of Insurance

Blanket
Limit of Insurance

Annual Aggregate
Limit of

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

PORTFOLIO POLICY (R)

ENDORSEMENTS - OTHER PROPERTY COVERAGE (CONTINUED)

145963 KEY EMPLOYEE EXTRA EXPENSE ENDORSEMENT - 145963DEC 06 07
(CONTINUED)

Per Occurrence	Insurance
\$10,000	\$10,000

Covered Key Employees
Per Employee Sublimit(s) of Insurance

Name of the Key Employee	Description of Job or Duties	Per Employee Sublimit(s) of Insurance Per Occurrence
1. Michael Chiarello	Chef	\$10,000
2.		\$
3.		\$
4.		\$
5.		\$

Additional Key Employee Extra Expenses
Describe Additional Extra Expense Items

- 1.
- 2.
- 3.
- 4.

Optional Deductibles:

() \$1,000 () \$2,500 () \$5,000 () \$10,000 (X) No Deductible Applies

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

PORTFOLIO POLICY (R)

ENDORSEMENTS - OTHER PROPERTY COVERAGE (CONTINUED)

145963 KEY EMPLOYER EXTRA EXPENSE ENDORSEMENT - 145963DEC 06 07
(CONTINUED)

PROPERTY-GARD EQUIPMENT BREAKDOWN COVERAGE ENDORSEMENT (143609 07 03)

SCHEDULE OF EQUIPMENT BREAKDOWN COVERAGE LIMITS

COVERAGE DESCRIPTION	LIMIT OF INSURANCE
DAMAGE TO COVERED PROPERTY	POLICY LIMIT OF INSURANCE
TIME ELEMENT LOSS	POLICY LIMIT OF INSURANCE
PERISHABLE STOCK	\$250,000
HAZARDOUS SUBSTANCES	\$250,000
EXPEDITING EXPENSE	\$250,000
DATA RESTORATION	\$250,000
SERVICE INTERRUPTION	FOLLOWS THE TIME ELEMENT AND PERISHABLE STOCK LIMITS

SCHEDULE OF EQUIPMENT BREAKDOWN COVERAGE DEDUCTIBLES

DAMAGE TO COVERED PROPERTY:	POLICY DEDUCTIBLES
TIME ELEMENT LOSS:	POLICY DEDUCTIBLES
PERISHABLE STOCK:	POLICY DEDUCTIBLES

Property-Gard Building and Personal Property Coverage Form 142000 12 88

Commercial Property Coverage

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words **you** and **your** refer to the Named Insured shown in the Declarations. The words **we**, **us** and **our** refer to the Company providing this insurance.

A location number appears in the Declarations for each covered location. Any **premises** number that appears in this policy applies to the location with the same number.

Some words and phrases that appear in bold face or quotation marks have special meaning. Refer to Definitions.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the location described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the following types of property for which a Limit of Insurance is shown in the Declarations:

a. Business Real Property

We cover the building at the location shown in the Declarations. This includes all of the following:

- (1) completed additions;
- (2) permanently installed fixtures, machinery and equipment;

- (3) outdoor fixtures and structures, including light standards, fences, signs and well-housings; and

- (4) personal property you own which is used to maintain or service the building or its premises. This includes

- (a) fire extinguishing equipment;
- (b) outdoor furniture;
- (c) floor covering; and
- (d) appliances used for refrigerating, ventilating, cooking, dishwashing or laundering.

- (5) If not covered by other insurance, we cover:

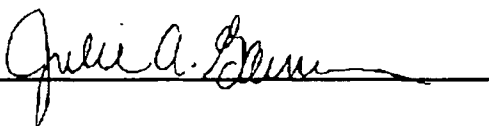
- (a) additions under construction, alterations and repairs to the building or structure.
- (b) materials, equipment, supplies and temporary structures which are within 100 feet of the described premises and are used for making additions, alterations or repairs to the building or structure.

b. Your Business Personal Property

We cover the following items of personal property which you own and use in **your business** while they are in or on the **premises** at the location described in the Declarations or in the open (or in a **vehicle**) within 100 feet of the described **premises**.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



(1) Property at Specifically Identified Locations

Your business personal property at identified locations is shown in the Declarations as: **Item A - Stock.** This includes **stock**, materials and supplies of all kinds. It includes your interest in labor, materials or services furnished or arranged by you on personal property owned by others.

Item B - Furniture, Fixtures, Equipment and Machinery. This includes all such items of property that are not permanently installed in the building. It also includes trees, plants and shrubs used inside the building as decoration.

Item C - Tenant's or Condominium Unit Owner's Improvements. This includes your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

- (a) Made a part of the building or structure you occupy but do not own; and
- (b) You acquired or made at your expense but cannot legally remove.

If you are a condominium unit-owner, this includes fixtures, alterations, installations or additions which are a part of the building and are owned by you as a unit-owner.

(2) Property at Locations Not Specifically Identified

Your business personal property at locations not identified is shown in the Declarations as:

Item D - Property at Locations Not Specifically Identified. This includes all the types of property under **ITEMS A, B, and C.** We only cover such property while it is anywhere

within the **policy territory**, except Canada.

(3) Property Not At a Location

Your business personal property is covered, while in transit between places in the **policy territory**. It is shown in the Declarations as:

Item E - Property in The Following Situations. This includes all the types of property covered under **Items A, B, and C.** while it is:

- (a) IN DUE COURSE OF TRANSIT-INSURED'S VEHICLES. This covers business personal property which is in, on, connected to or being towed by a vehicle which you own, operate or lease.
- (b) IN CARE, CUSTODY OR CONTROL OF SALESPERSONS. This covers business personal property which is not covered under (a) above while it is away from your premises in the care, custody or control of any of your salesperson(s).
- (c) IN CUSTODY OF CARRIERS FOR HIRE. This covers business personal property which is not covered under (a) or (b) above while it is in transit or in the custody of carriers for hire.

c. Personal Property of Others

We cover personal **property of others** only to the extent that such coverage is provided under Coverage Extensions, unless otherwise specifically covered in the Declarations or by endorsement to this policy.

2. Property Not Covered

We do not cover any of the following property, unless specifically covered in the Declarations or by endorsement to this policy:

- a. land and land values; water; roadways, walks, patios or other paved surfaces;

- b. the cost of excavations, grading or filling;
- c. foundations of buildings, structures, machinery or boilers if such foundations are below ground;
- d. equipment or machinery below the lowest basement floor or (when there is no basement) below ground;
- e. underground pipes, flues or drains;
- f. retaining walls that are not part of the building;
- g. growing crops outside of buildings;
- h. personal property you sell under any deferred payment plan (such as, a conditional sale, trust agreement or installment plan) after such property has been delivered to the customer;
- i. any vehicle designed and intended for highway use except:
 - (1) those operated solely at a covered location;
 - (2) motorcycles and similar motorized vehicles you sell;
 - (3) trailers which you sell and which are designed for use with private passenger automobiles.
- j. animals except those you sell;
- k. aircraft;
- l. watercraft while afloat;
- m. money and securities except as covered under **Additional Coverages** subsection f. **Money, Checks and Stamps** and subsection g. **Money Orders and Counterfeit Paper Currency**.
- n. **Property of Others** except as covered under **Coverage Extensions** subsection b. (2) **Property of Others**.
- o. Property which is more specifically described and covered under this policy or any other policy.

3. Covered Causes of Loss

See applicable Causes of Loss Form as shown in the Declarations.

4. Additional Coverages (Not Subject to the Coinsurance Additional Condition)

a. Debris Removal

We will pay your reasonable cost to remove the debris of covered property caused by or resulting from a covered cause of loss which occurs during the policy period.

This coverage only applies if not later than 180 days from the date of loss or from the end of the policy period, whichever comes first, you:

- (1) discover the loss, and
- (2) report the cost to us in writing.

We will pay up to 25% of the sum of:

- (1) the direct physical loss otherwise payable under the policy, and
- (2) the deductible.

But this limitation does not apply to any additional debris removal limit provided in the limit of insurance section.

We will not Pay:

- (1) the cost to extract **Pollutants** from land or water (except as provided in d. **Pollutant Removal**).
- (2) the cost to repair, replace or restore property damaged or destroyed by debris removal;
- (3) the cost to remove debris from any location used for the handling, treatment, storage or disposal of waste unless it is a specifically identified location shown in the Declarations.

b. Preservation of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a

Covered Cause of Loss, we will pay for direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 10 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

d. Pollutant Removal

We will pay your reasonable cost to extract **pollutants** from land and water. The release, discharge or dispersal of the **pollutants** must result from a covered cause of loss and must occur during the policy period. This coverage only applies if no later than 180 days from the date of loss or from the end of the policy period, whichever comes first, you:

- (1) discover the loss, and
- (2) report the cost to us in writing.

The most we will pay in any one loss is the lesser of:

- (1) 10% of the applicable Limit of Liability; or
- (2) \$10,000

Under this Additional Coverage, the most we will pay for claims for loss which occurs at any one location during the policy period is \$10,000. If this policy is written for a term of more than one year, we will apply this limit separately

to each consecutive year of the policy period.

We will not pay:

- (1) the cost to repair, replace or restore property damaged or destroyed by extraction of **pollutants**;
- (2) the cost to extract **pollutants** from land or water:
 - (a) at any location used for the handling, treatment, storage or disposal of waste unless it is a specifically identified location shown in the Declarations;
 - (b) at any location not specifically identified in the Declarations if the **pollutants** have been released, dispersed or discharged from a location which is used for the handling, treatment, storage or disposal of waste and which is not specifically identified in the Declarations; or
 - (c) at any location if the **pollutants** arise out of or are a consequence of nuclear reaction or radiation, or radioactive contamination.

e. F.O.B. Shipments

We cover the goods you sell to others which are shipped to them at their risk of loss. But this coverage only applies if you cannot collect on the bill of sale because:

- (1) the goods have been damaged by a cause of loss we cover; and
- (2) your customer has refused or is unable to pay.

If this occurs, we will adjust the loss as if the property were your business personal property to the extent that such property is covered by this policy.

We will not pay more than the Limit of Insurance in the Declarations that applies to property in the custody of carriers for hire.

f. Money, Checks and Stamps

We cover **money**, checks and stamps you use in your business as shown by your records. We cover them while they are contained in the building at a location we cover. We also cover them while they are being carried to or from a covered location. We cover such property against loss from a cause of loss we cover applying to your business personal property at the location. We do not cover any loss caused by or resulting from forgery; alterations; the giving or surrendering of checks or **money** in exchange or purchase; or accounting or arithmetic errors or omissions. Our limit of liability for this coverage is \$1,000 in any one loss.

g. Money Orders and Counterfeit Paper Currency

Loss due to the acceptance in good faith, in exchange for merchandise, **money** or services, of any post office or express money order, issued or purporting to have been issued by any post office or express company, if such money order is not paid upon presentation, or due to the acceptance in good faith in the regular course of business of counterfeit United States or Canadian paper currency. Our limit of liability for this coverage is \$1000 in any one loss.

5. Coverage Extensions (Not Subject to the Coinsurance Additional Condition)

a. Newly Acquired Property

If the Declarations show you have Business Real Property Coverage, we cover the buildings you acquire anywhere in the **policy territory** except Canada. If the Declarations show you have Business Personal Property Coverage, we cover your business personal property at a newly acquired location anywhere in the **policy territory** except Canada. The most we will pay for any one loss is \$250,000, whether the loss occurs to real or personal property or to both. This coverage ends:

- (1) 120 days from the date you acquire the property; or

- (2) on the date you report the values of the property to us; or

- (3) on the date this policy expires; whichever occurs first.

When you report the values of the property to us, you will owe us additional premium from the date of acquisition.

b. Personal Effects and Property of Others

(1) Personal Effects

We cover your **personal effects** and those of your officers, partners and employees while such property is at a covered location. This coverage does not apply to any **personal effects** which are covered elsewhere by this policy or by any other insurance. We cover such property against loss from a cause of loss we cover applying to your business personal property at the location.

No matter how many persons suffer loss to their **personal effects**, we will not pay more than \$1,000 to any one person in any one loss.

Nor will we pay more than the lesser of \$10,000 or 10% of the limit on business personal property at the location where the loss occurs, no matter how many persons suffer loss.

(2) Property of Others

We cover **property of others** while it is at a covered location. We cover such property against loss from a cause of loss we cover applying to your business personal property at the location.

We will not pay more than the lesser of \$10,000 or 10% of the limit on business personal property at the location where the loss occurs.

c. Valuable Papers and Records

We cover the valuable papers and records you use in **your business** against loss from

a cause of loss we cover applying to business personal property at the covered location where the loss occurs. Such papers and records include books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts and those records which exist in electronic or magnetic media and film, negatives, discs, slides, photographs and video tape. We only cover them while they are in that part of the building which you occupy at the covered location.

We will pay the research and other costs necessary to reproduce, replace or restore such papers and records. We will not pay more than the lesser of \$10,000 or 10% of the limit on business personal property at the location where the loss occurs.

d. **Property Off Premises**

We cover covered property while it is temporarily away from the covered location to be cleaned, repaired or serviced. While at the temporary location, we cover it against loss from a cause of loss we cover applying to the property at the covered location. While in transit to and from the temporary location, the Special Causes of Loss apply to such property.

We will not pay more than the lesser of \$10,000 or 10% of the combined limits on business real property and business personal property at the covered location where the property is usually situated.

e. **Outdoor Property: Trees, Shrubs, Plants and Lawns**

We cover your trees, shrubs, plants and lawns that are outside a covered building when the loss is caused by or results from any of the following causes of loss: fire; lightning; aircraft; explosion; riot or civil commotion; smoke; vehicles, vandalism or malicious mischief. We will not pay more than the lesser of \$10,000 or 10% of the combined limits on business real property and business personal property at the location where the loss occurs, but not more than \$250 for any one tree, shrub or plant.

f. **Extra Expense, Expediting Expense and Loss Adjustment Expense**

When a loss covered by this policy occurs, we will pay the extra expense you necessarily incur to continue or resume your **normal business operations**. We will pay only that part of the total expense that exceeds the amount which ordinarily would have been incurred to conduct **your business**. We will not be liable for any longer period of time than is necessarily required to rebuild, repair or replace the damaged property. This period of time is not limited by the expiration date of the policy.

We will also pay the reasonable cost you incur to expedite repairs to covered property. This includes payment of overtime wages and the extra cost of express or other rapid means of transportation.

We will also pay the extra wages you pay your employees for preparing inventories and other loss data for completing your proof of loss. We do not cover any other expenses incurred in preparing or submitting claims.

The Special Exclusions that apply to the Extra Expense Coverage Form shall apply to this coverage.

We will not pay more than the lesser of \$10,000 or 10% of the combined limits on business real property and business personal property at the location where the loss occurs.

g. **Accounts Receivable**

We cover your records of balances owed you by your customers while the records are at a covered location. We cover such records against loss from a cause of loss we cover applying to your business personal property at the location.

We will pay the following when they result from loss or damage to these records:

- (1) Sums owed you by customers which you cannot collect;

- (2) Interest charges you must pay on loans obtained to offset impaired collections;
- (3) That part of your collection costs that exceeds your normal costs;
- (4) Other costs you reasonably incur to restore your records.

We will not pay more than the lesser of \$10,000 or 10% of the limit on business personal property at the location where the loss occurs.

B. Exclusions

See applicable Causes of Loss Form as shown in the Declarations.

C. Limits of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The limits applicable to the Coverage Extensions and the Pollutant Removal and Fire Department Service Charge Additional Coverage are in addition to the Limits of Insurance.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

1. Preservation of Property
2. Debris Removal
3. F.O.B. Shipments
4. Money, Checks and Stamps
5. Money Orders and Counterfeit Paper Currency

When the Limit of Insurance is exhausted we will pay an additional amount up to the lesser of:

1. 5% of the applicable limit of liability; or
2. \$50,000

under the Debris Removal Additional Coverage.

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of loss or damage

exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

If more than one deductible is applicable under this Property Guard Coverage Form, we will only apply the highest amount that is applicable.

E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

You must see that the following are done in the event of loss or damage to Covered Property:

- a. Notify the police if a law may have been broken.
- b. Give us prompt notice of the loss or damage. Include a description of the property involved.

- c. As soon as possible, give us a description of how, when and where the loss or damage occurred.
 - d. Take all reasonable steps to protect the Covered Property from further damage by a Covered Cause of Loss. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses for emergency and temporary repairs, for consideration in the settlement of the claim. This will not increase the Limit of Insurance.
 - e. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
 - f. Permit us to inspect the property and records proving the loss or damage. Also permit us to take samples of damaged property for inspection, testing and analysis.
 - g. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. In such event, your answers must be signed.
 - h. Send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - i. Cooperate with us in the investigation or settlement of the claim.
4. Loss Payment
- a. In the event of loss or damage covered by this Coverage Form, at our option we will either:
 - (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property;
 - (3) Take all or any part of the property at an agreed or appraised value; or
- (4) Repair, rebuild or replace the property with other property of like kind and quality.
 - b. We will give notice of our intentions within 30 days after we receive the sworn statement of loss.
 - c. We will not pay you more than your financial interest in the Covered Property.
 - d. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
 - e. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
 - f. We will pay for covered loss or damage within 30 days after we receive the sworn statement of loss, if:
 - (1) You have complied with all of the terms of this Coverage Form; and
 - (2) (a) We have reached agreement with you on the amount of loss; or
 - (b) An appraisal award has been made.
5. Recovered Property
- If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.
6. Vacancy
- If the building where loss or damage occurs is vacant or unoccupied we will pay for loss or damage caused by or resulting from any Covered Cause of Loss.
- If this policy contains any provisions entitled or referred to as STANDARD FIRE POLICY PROVISIONS, any limitations

contained therein that apply to vacant or unoccupied buildings are deleted.

7. Valuation

If a loss occurs, we will determine the value of the damaged property at actual cash value as of the time of loss or damage, except as provided below.

a. Stock will be valued as follows:

- (1) **Stock** you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
- (2) **Stock** that is finished goods manufactured by you at the price for which it could have been sold if there had been no loss, less all discounts and unincurred expenses.
- (3) **Stock** shipped to you at your actual invoice cost plus any charges you must pay and your commission, if you are the selling agent.
- (4) **Stock** that you have shipped at your selling invoice plus any guaranteed, prepaid or advanced freight.
- (5) **Stock** that you have shipped not under invoice at its market value at destination on the date of loss less any unincurred expenses.

b. Glass will be valued at the cost to replace damaged property with safety glazing material if required by law.

c. Books of Account, abstracts, drawings, and systems and other records, including those which exist in electronic or magnetic media and film, negatives, discs, slides, photographs and video tapes, that are not covered under Coverage Extension, subsection c. Valuable Papers and Records will be valued at the cost of:

- (1) Blank or unexposed materials for reproducing the records; and
- (2) When there is a duplicate, labor to transcribe or copy the records.

d. When the full cost to repair or replace the damaged property (whether it is business personal property or business real property or both) is \$5000 or less, we will pay the full cost to repair or replace the property without deduction for depreciation. This is subject to the following:

- (1) The damaged property must be repaired or replaced within a reasonable time after loss.
- (2) We will not pay more than the actual cash value of the damaged property until repair or replacement is completed.
- (3) This replacement cost provision does not apply to any of the following property: floor coverings, awnings, domestic appliances and outdoor equipment, whether they are attached to the building or not.
- (4) If coinsurance applies to the damaged building, this replacement cost provision does not apply to the loss to the building unless the limit of liability applying to that building equals or exceeds the amount produced by multiplying the actual cash value of the building at the time of loss by the coinsurance percentage.

e. Tenant's Improvements and Betterments will be valued at:

- (1) Actual cash value of the lost or damaged property if you make repairs promptly.
- (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

- (3) Nothing if others pay for repairs or replacement.

8. Labeled Goods

If covered goods bearing a brand on the label are damaged and we exercise our option to take all or part of the property at the agreed or appraised value, you may:

- a. stamp **Salvage** on the goods on their containers; or
- b. remove the brands or labels.

But you must not damage the goods, and must relabel the goods or containers to comply with applicable law. Any cost of stamping, removing or relabeling the goods will be charged to salvage expense.

F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

- a. We will not pay the full amount of any loss if the **value** of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the **value** of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in step (1);
- (3) Multiply the total amount of the covered loss, before the application

of any deductible, by the figure determined in step (2); and

- (4) Subtract the deductible from the figure determined in step (3).

The amount determined in step (4) is the most we will pay. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example No. 1 (Underinsurance):

When: The **value** of the property is \$250,000

The Coinsurance percentage for it is 80%

The Limit of Insurance for it is \$100,000

The Deductible is \$ 250

The amount of loss is \$ 40,000

Step (1): $\$250,000 \times 80\% = \$200,000$
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$100,000$ divided by $\$200,000 = .50$

Step (3): $\$40,000 \times .50 = \$20,000$

Step (4): $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

Example No. 2 (Adequate Insurance):

When: The **value** of the property is \$250,000

The Coinsurance percentage for it is 80%

The Limit of Insurance for it is \$200,000

The Deductible is \$ 250

The amount of loss is \$ 40,000

Step (1): $\$250,000 \times 80\% = \$200,000$
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$200,000$ divided by $\$200,000 = 1.00$

Step (3): $\$40,000 \times 1.00 = \$40,000$

Step (4): $\$40,000 - \$250 = \$39,750$

We will cover the \$39,750 loss in excess of the Deductible. No penalty applies.

- b. If one Limit of Insurance applies to two or more separate items, this condition

will apply to the total of all property to which the limit applies.

Example No. 3

When: The **value** of the property is:

Bldg. at Location No. 1	\$ 75,000
Bldg. at Location No. 2	100,000
Personal Property at Location No. 2	<u>75,000</u>
	\$250,000

The Coinsurance percentage for it is 90%
The Limit of Insurance for Buildings
and Personal Property at Locations

Nos. 1 and 2 is	\$180,000
The Deductible is	1,000
The amount of loss is	
Bldg. at Location No. 2	30,000
Personal Property at Location No. 2	<u>20,000</u>
	\$ 50,000

Step (1): $\$250,000 \times 90\% = \$225,000$
(the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2): $\$180,000$ divided by $\$225,000 = .80$

Step (3): $\$ 50,000 \times .80 = \$40,000$

Step (4): $\$ 40,000 - \$1,000 = \$39,000$.

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

- c. If the loss involves property at a location not specifically identified, the **value** used in a. (1) will be the total **value** of all property at all locations not specifically identified. The Limit of Insurance in a. (2) will be the aggregate Limit of Insurance shown in the Declarations.
- d. This Coinsurance Additional Condition does not apply to ITEM E.

2. Mortgage Holders

- a. The term **mortgage holder** includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each

mortgage holder shown in the Declarations in their order of precedence, as interests may appear.

- c. The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgage holder will still have the right to receive loss payment if the mortgage holder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this Coverage Part will then apply directly to the mortgage holder.

- e. If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - (2) The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this policy, we will give written notice to the mortgage holder at least:

- (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. If we elect not to renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.

G. Optional Coverages

If shown in the Declarations, the following Optional Coverages apply separately to each item.

1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.
- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
 - (1) On or after the effective date of this Optional Coverage; and
 - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Val-U-Gard (if applicable, see endorsement)

3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Loss Condition. Valuation, of this Coverage Form.
- b. This Optional Coverage does not apply to:
 - (1) Property of others;
 - (2) Contents of a residence;
 - (3) Manuscripts;
 - (4) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or
 - (5) **Stock**, unless the Declarations specifically state that Replacement Cost applies to **Stock**.
- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of:
 - (1) The Limit of Insurance applicable to the lost or damaged property;
 - (2) The cost to replace, on the same premises, the lost or damaged property with other property;

- (a) Of comparable material and quality; and
- (b) Used for the same purpose; or
- (3) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

H. Definitions

1. **money** means currency, coins and bank notes.
2. **normal business operations** means the state that your operations would be in if there had been no loss.
3. **personal effects** means apparel, tools, and other personal possessions.
4. **policy territory** means:
 - a. the states of the United States of America;
 - b. the District of Columbia;
 - c. Canada.
5. **pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
6. **premises** means that part of the location you occupy.
7. **property of others** means property which does not belong to you or to your officers, partners or employees.
8. **stock** means merchandise held in storage or for sale; raw materials; and in-process or finished goods. It includes supplies used in packing or shipping of any of these.
9. **value** means the valuation basis upon which payment for loss or damage is made.
10. **vehicle** means any automobile, motorcycle, motor truck, tractor, trailer or semi-trailer, or any similar means of transporting persons or property. Two or more vehicles connected together will be considered a single vehicle.
11. **your business** means the trade, profession or occupation in which you are engaged and which is shown in the Declarations.

Commercial Property Conditions - CP 00 90 07 88

Policy Property Coverage

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Property Coverage Forms.

A. Concealment, Misrepresentation or Fraud

This Coverage Part is void in any case of fraud by you. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

D. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and

2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

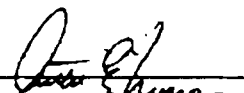
F. No Benefit to Bailor

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

G. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



President

H. Policy Period, Coverage Territory

Under this Coverage Part:

1. We cover loss or damage commencing:
 - a. During the policy period shown in the Declarations; and
 - b. Within the coverage territory.
2. The coverage territory is:
 - a. The United States of America (including its territories and possessions);
 - b. Puerto Rico; and
 - c. Canada.

1 Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are

transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
 - c. Your tenant.

This will not restrict your insurance.

Causes of Loss Form - 141035 12 88**Commercial Property Coverage**

This Causes of Loss Form is applicable to all Commercial Property Coverage Forms attached to this policy unless otherwise stated.

The causes of loss we cover are shown in the Declarations as either **Basic** or **Special**. When a limit of liability is shown in the Declarations, the described property is covered against the covered causes of loss shown. Some words and phrases that appear in bold face or quotation marks have special meaning. Refer to Definitions.

A. Covered Causes of Losses**Basic Causes of Loss (Basic Form)**

When **Basic** is shown in the Declarations, Covered Causes of Loss means the following unless the loss is excluded or limited as stated in Sections B and C that follow:

1. **Fire.**
2. **Lightning.**
3. **Explosion**, including the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass. This cause of loss does not include loss or damage by:
 - a. Rupture, bursting or operation of pressure relief devices; or
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water.
4. **Windstorm or Hail**, but not including:

- a. Frost or cold weather; or
- b. Ice (other than hail), snow or sleet, whether driven by wind or not.

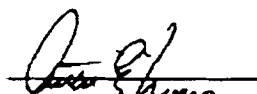
We will not pay for loss or damage to the interior to any building or structure, or the property inside the building or structure, caused by rain, snow, sand or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sand or dust enters.

5. **Smoke** causing sudden and accidental loss or damage. This cause of loss does not include smoke from agricultural smudging or industrial operations.
6. **Aircraft or Vehicles**, meaning only physical contact of an aircraft, a spacecraft, a self-propelled missile, a vehicle or an object thrown up by a vehicle with the described property or with the building or structure containing the described property. This cause of loss includes loss or damage by objects falling from aircraft.

We will not pay for loss or damage caused by or resulting from vehicles you own or operate.

7. **Riot or Civil Commotion**, including:
 - a. Acts of striking employees while occupying the described premises; and
 - b. Looting occurring at the time and place of a riot or civil commotion.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy



President

8. **Vandalism**, meaning willful and malicious damage to, or destruction of, the described property.

We will not pay for loss or damage:

- a. To glass (other than glass building blocks) that is part of a building, structure, or an outside sign; but we will pay for loss or damage to other property caused by or resulting from breakage of glass by vandals.
 - b. Caused by or resulting from theft, except for building damage caused by the breaking in or exiting of burglars.
9. **Sprinkler Leakage**, meaning leakage or discharge of any substance from an Automatic Sprinkler System, including collapse of a tank that is part of the system. If the building or structure containing the Automatic Sprinkler System is Covered Property, we will also pay the cost to:
- a. Repair or replace damaged parts of the Automatic Sprinkler System if the damage:
 - (1) Results in sprinkler leakage; or
 - (2) is directly caused by freezing.
 - b. Tear out and replace any part of the building or structure to repair damage to the Automatic Sprinkler System that has resulted in sprinkler leakage.

Automatic Sprinkler System means:

- (a) Any automatic fire protective or extinguishing system, including connected:
 - (i) Sprinklers and discharge nozzles;
 - (ii) Ducts, pipes, valves and fittings;
 - (iii) Tanks, their component parts and supports; and
 - (iv) Pumps and private fire protection mains.

- (b) When supplied from an automatic fire protective system:

- (i) Non-automatic fire protective systems; and
- (ii) Hydrants, standpipes and outlets.

10. **Sinkhole Collapse**, meaning loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

- a. The cost of filling sinkholes; or
- b. Sinking or collapse of land into man-made underground cavities.

11. **Volcanic Action**, meaning direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- a. Airborne volcanic blast or airborne shock waves;
- b. Ash, dust or particulate matter; or
- c. Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

This cause of loss does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

Special Causes of Loss (Special Form)

When **Special** is shown in the Declarations, covered causes of loss means the Basic Causes of Loss and Risks of Direct Physical Loss not covered by the Basic Causes of Loss unless loss is excluded or limited as stated in Sections B and C that follow.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Ordinance or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down or removal of any property, including the cost of removing its debris.

b. **Earth Movement** (This does not apply to property in transit)

- (1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

- (2) Volcanic eruption, explosion or effusion. But if loss or damage by fire or volcanic action results, we will pay for that resulting loss or damage.

If loss or damage by building glass breakage results and Special Causes of Loss is covered, we will pay for the resulting loss or damage.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if loss or damage by fire results, we will pay for that resulting loss or damage.

e. Power Failure

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises.

But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

f. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. **Flood** (This does not apply to property in transit.)

We do not cover loss or damage caused by, resulting from, contributed to or made worse by **flood**. But if loss or damage by fire or explosion not otherwise excluded results, we will pay for that resulting loss or damage.

2. We will not pay for loss or damage caused by or resulting from any of the following:

- a. Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if loss or damage by fire results, we will pay for that resulting loss or damage.

- b. Delay, loss of use or loss of market.
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.
- d. (1) Wear and tear;
- (2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) Disease;
- (4) The release, discharge or dispersal of **pollutants** unless the release, discharge or dispersal is itself caused by any of the **specified causes of loss**.
- (5) Settling, cracking, shrinking or expansion;
- (6) Insects, birds, rodents or other animals;
- (7) **Mechanical breakdown** of machines;
- (8) The following causes of loss to personal property:
 - (a) Dampness or dryness of atmosphere;
 - (b) Changes in or extremes of temperature; or
 - (c) Marring or scratching.

But if loss or damage by the **specified causes of loss** results, we will pay for that resulting loss or damage.

- e. Dishonest or criminal act by you, any of your partners, employees, directors, trustees, authorized representatives of anyone to whom you entrust the property for any purpose other than a carrier or other bailee for hire:
 - (1) Acting alone or in collusion with others; or

- (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees; but theft by employees is not covered.

- f. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
 - g. Collapse, except as provided below in the Additional Coverage for Collapse. But if loss or damage by a Covered Cause of Loss results at the described premises, we will pay for that resulting loss or damage.
3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.
- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Section B.1. above to produce the loss or damage.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;

of part or all of any property on or off the described premises.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

a. Business Income (and Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
 - (a) Damage or destruction of **finished stock**; or
 - (b) The time required to reproduce **finished stock**.

This exclusion does not apply to Extra Expense.
- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas, including their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
 - (a) Delay in rebuilding, repairing or replacing the property or resuming **operations**, due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of **operations**, we will cover such loss that affects your Business Income during the **period of restoration**.
- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the **period of restoration**.

(5) Any other consequential loss.

b. Leasehold Interest Coverage Form

(1) Paragraph B.1.a., Ordinance or Law, does not apply to insurance under this Coverage Form.

(2) We will not pay for any loss caused by:

- (a) Your cancelling the lease;
- (b) The suspension, lapse or cancellation of any license; or
- (c) Any other consequential loss.

c. Legal Liability Coverage Form

(1) The following Exclusions do not apply to insurance under this Coverage Form:

- (a) Paragraph B.1.a., Ordinance or Law;
- (b) Paragraph B.1.c., Governmental Action;
- (c) Paragraph B.1.d., Nuclear Hazard;
- (d) Paragraph B.1.e., Power Failure; and
- (e) Paragraph B.1.f., War and Military Action.

(2) Contractual Liability

We will not defend any claim or **suit**, or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement.

(3) Nuclear Hazard

We will not defend any claim or **suit**, or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

C. Limitations

1. We will not pay for loss of or damage to:

- a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting

from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

- b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
 - c. Animals unless caused by the **Specified Causes of Loss** and then only if they are killed or their destruction is made necessary.
 - d. Property that is missing, but there is no physical evidence to show what happened to it, such as shortage disclosed on taking inventory.
2. We will not pay for loss or damage caused by or resulting from theft unless **Special Causes of Loss** is covered and theft is not excluded.
- a. We will not pay more than \$5000 in any one loss due to **theft** of the following property. This limitation applies no matter how many items are taken or how many categories of property are involved in the loss.
 - (1) furs and fur garments;
 - (2) jewelry and jewels of any kind valued at more than \$50 per item;
 - (3) watches valued at more than \$50 per watch;
 - (4) precious metals or alloys of any kind.
 - b. We do not cover **theft** of any property which is away from a covered location in an unattended vehicle unless:
 - (1) the property is contained in a securely locked fully enclosed body or compartment of the vehicle; or
 - (2) the property is in the custody of carriers for hire.

D. **Additional Coverage** - these additional coverages apply only when **Special Causes of Loss** is covered.

1. Collapse

We will pay for loss or damage caused by or resulting from risks of direct physical loss involving collapse of a building or any part of a building caused only by one or more of the following:

- a. The **specified causes of loss** all only as insured against in the Coverage Part;
- b. Hidden decay of the Covered Property;
- c. Hidden insect or vermin damage of the Covered Property;
- d. Weight of people or personal property;
- e. Weight of rain that collects on a roof;
- f. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

We will not pay for loss or damage to the following types of property, if otherwise covered in this Coverage Part, under items b., c., d., e and f, unless the loss or damage is a direct result of the collapse of a building:

outdoor radio or television antennas, including their lead-in wiring, masts or towers; awnings; gutters and down-spouts; yard fixtures; outdoor swimming pools; fences; piers; wharves and docks; beach or diving platforms or appurtenances; retaining walls; walks, roadways and other paved surfaces.

Collapse does not include settling, cracking, shrinkage, bulging or expansion.

This Additional Coverage will not increase the Limits of Insurance provided in this Coverage Part.

2. Water Damage

If loss or damage caused by or resulting from a covered water damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or steam escapes.

We will not pay the cost of repairing or replacing the system or appliance itself; but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- a. Results in sprinkler leakage; or
- b. Is directly caused by freezing.

E. Definitions

1. **Specified Causes of Loss** means one or more of the Basic Causes of Loss.

If Special Causes of Loss is covered **Specified Causes of Loss** also includes falling objects; weight of snow, ice or sleet; water damage and building glass breakage.

- a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. It does not include the cost of filling sinkholes or sinking or collapse of land into man-made underground cavities.
- b. Falling objects does not include loss or damage to:
 1. Personal property in the open; or
 2. The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or

structure is first damaged by a falling object.

- c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.
2. **flood** means a general and temporary condition of partial or complete inundation of normally dry land areas from:
 - a. the overflow of inland or tidal waters; or
 - b. the unusual and rapid accumulation or run-off of surface waters from any source; or
 - c. mudslides which are caused or precipitated by accumulation of water on or under the ground.
 3. **mechanical breakdown** means any breakdown of a machine caused by or resulting from:
 - a. any condition or event within the machine.
 - b. any part of the machine which interrupts the machine's intended or designed function or operation, or
 - c. any rupture or bursting caused by centrifugal force.
 4. **pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
 5. **theft** means any unlawful taking of personal property.

Business Income Coverage Form (and Extra Expense) - CP 00 30 10 91

Commercial Property Coverage

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words **you** and **your** refer to the Named Insured shown in the Declarations. The words **we**, **us** and **our** refer to the Company providing this insurance.

Other words and phrases that appear in bold face or quotation marks have special meaning. Refer to SECTION G - DEFINITIONS.

A. Coverage

Coverage is provided as described below for one or more of the following options for which a Limit of Insurance is shown in the Declarations:

- (i) Business Income including **Rental Value**.
- (ii) Business Income other than **Rental Value**.
- (iii) **Rental Value**.

If option (i) above is selected, the term Business Income will include **Rental Value**. If option (iii) above is selected, the term Business Income will mean **Rental Value** only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your **operations** during the **period of restoration**. The suspension must be caused by direct physical loss of or damage to property at the premises described in the Declarations, including personal property in the open (or in a vehicle) within 100

feet, caused by or resulting from any Covered Cause of Loss.

1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

2. Covered Causes of Loss

See applicable Causes of Loss Form as shown in the Declarations.

3. Additional Coverages**a. Extra Expense**

Extra Expense means necessary expenses you incur during the **period of restoration** that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

- (1) We will pay any Extra Expense to avoid or minimize the suspension of business and to continue **operations**:

- (a) At the described premises; or

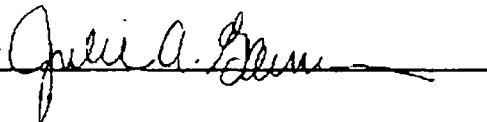
- (b) At replacement premises or at temporary locations, including:

- (i) Relocation expenses; and

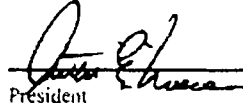
- (ii) Costs to equip and operate the replacement or temporary locations.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



(2) We will pay any Extra Expense to minimize the suspension of business if you cannot continue **operations**.

(3) We will pay any Extra Expense to:

(a) Repair or replace any property; or

(b) Research, replace or restore the lost information on damaged valuable papers and records;

to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

b. Civil Authority

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss. This coverage will apply for a period of up to two consecutive weeks from the date of that action.

c. Alterations and New Buildings

We will pay for the actual loss of Business Income you sustain due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

(1) New buildings or structures, whether complete or under construction;

(2) Alterations or additions to existing buildings or structures; and

(3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:

(a) Used in the construction, alterations or additions; or

(b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of **operations**, the **period of restoration** will begin on the date **operations** would have begun if the direct physical loss or damage had not occurred.

d. Extended Business Income

We will pay for the actual loss of Business Income you incur during the period that:

(1) Begins on the date property (except **finished stock**) is actually repaired, rebuilt or replaced and **operations** are resumed; and

(2) Ends on the earlier of:

(a) The date you could restore your operations, with reasonable speed, to the condition that would have existed if no direct physical loss or damage occurred; or

(b) 30 consecutive days after the date determined in (1) above.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

4. Coverage Extension

If a Coinsurance percentage of 50% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

Newly Acquired Locations

a. You may extend your Business Income Coverage to apply to property at any location you acquire other than fairs or exhibitions.

b. The most we will pay for loss under this Extension is 10% of the Limit of Insurance for Business Income shown in the Declarations, but not more than \$100,000 at each location.

c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:

- (1) This policy expires;
- (2) 30 days expire after you acquire or begin to construct the property; or
- (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

This Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

B. Exclusions

See applicable Causes of Loss Form as shown in the Declarations.

C. Limits of Insurance

The most we will pay for loss in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The limit applicable to the Coverage Extension is in addition to the Limit of Insurance.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

1. Alterations and New Buildings;
2. Civil Authority;
3. Extra Expense; or
4. Extended Business Income.

D. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each

party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

2. Duties in the Event of Loss:

- a. You must see that the following are done in the event of loss:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when, and where the direct physical loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage by a Covered Cause of Loss. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses for emergency and temporary repairs, for consideration in the settlement of the claim. This will not increase the Limit of Insurance.
- (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (7) Cooperate with us in the investigation or settlement of the claim.
- (8) If you intend to continue your business, you must resume all or part of your **operations** as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Limitation - Electronic Media and Records

We will not pay for any loss of Business Income caused by direct physical loss of or damage to Electronic Media and Records after the longer of:

- a. 60 consecutive days from the date of direct physical loss or damage; or
- b. The period, beginning with the date of direct physical loss or damage, necessary to repair, rebuild or replace, with reasonable speed and similar quality, other property at the described premises due to loss or damage caused by the same occurrence.

Electronic Media and Records are:

- (1) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
- (2) Data stored on such media; or

- (3) Programing records used for electronic data processing or electronically controlled equipment.

This limitation does not apply to Extra Expense.

Example No. 1:

A Covered Cause of Loss damages a computer on June 1. It takes until September 1 to replace the computer, and until October 1 to restore the data that was lost when the damage occurred. We will only pay for the Business Income loss sustained during the period June 1 - September 1. Loss during the period September 2 - October 1 is not covered.

Example No. 2:

A Covered Cause of Loss results in the loss of data processing programing records on August 1. The records are replaced on October 15. We will only pay for the Business Income loss sustained during the period August 1 - September 29 (60 consecutive days). Loss during the period September 30 - October 15 is not covered.

4. Loss Determination

- a. The amount of Business Income loss will be determined based on:
 - (1) The Net Income of the business before the direct physical loss or damage occurred;
 - (2) The likely Net Income of the business if no loss or damage occurred;
 - (3) The operating expenses, including payroll expenses, necessary to resume **operations** with the same quality of service that existed just before the direct physical loss or damage; and
 - (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;

(b) Bills, invoices and other vouchers; and

(c) Deeds, liens or contracts.

b. The amount of Extra Expense will be determined based on:

(1) All expenses that exceed the normal operating expenses that would have been incurred by **operations** during the **period of restoration** if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:

(a) The salvage value that remains of any property bought for temporary use during the **period of restoration**, once **operations** are resumed; and

(b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and

(2) All necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

c. Resumption of Operations

We will reduce the amount of your:

(1) Business Income loss, other than extra Expense, to the extent you can resume your **operations**, in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.

(2) Extra Expense loss to the extent you can return **operations** to normal and discontinue such Extra Expense.

d. If you do not resume **operations** or do not resume **operations** as quickly as possible, we will pay based on the length of time it would have taken to resume **operations** as quickly as possible.

5. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if:

a. You have complied with all of the terms of this Coverage Part; and

b. (1) We have reached agreement with you on the amount of loss; or

(2) An appraisal award has been made.

E. Additional Condition

Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

We will not pay the full amount of any loss if the Limit of Insurance for Business Income is less than:

a. The Coinsurance percentage shown for Business Income in the Declarations; times

b. The sum of:

(1) The Net Income (Net Profit or Loss before income taxes), and

(2) All operating expenses, including payroll expenses.

that would have been earned (had no loss occurred) by your **operations** at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

1. Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinsurance percentage;

2. Divide the Limit of Insurance for the described premises by the figure determined in step 1; and

3. Multiply the total amount of loss by the figure determined in step 2.

We will pay the amount determined in step 3 or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example No. 1 (Underinsurance):

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premise would have been \$400,000

The Coinsurance percentage is 50%

The Limit of Insurance is \$150,000

The amount of loss is \$80,000

Step 1: $\$400,000 \times 50\% = \$200,000$
(the minimum amount of insurance to meet your Coinsurance requirements)

Step 2: $\$150,000 - \$200,000 = .75$

Step 3: $\$80,000 \times .75 = \$60,000$

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

Example No. 2 (Adequate Insurance):

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been \$400,000

The Coinsurance percentage is 50%

The Limit of Insurance is \$200,000

The amount of loss is \$80,000

Step 1: $\$400,000 \times 50\% = \$200,000$
(the minimum amount of insurance to meet your Coinsurance requirements)

Step 2: $\$200,000 - \$200,000 = 1.00$

Step 3: $\$80,000 \times 1.00 = \$80,000$

We will cover the \$80,000 loss. No penalty applies.

This condition does not apply to the extra Expense Additional Coverage.

F. Optional Coverages

If shown in the Declarations, the following Optional Coverages apply separately to each item.

1. Maximum Period of Indemnity

a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.

b. The most we will pay for loss of Business Income is the lesser of:

(1) The amount of loss sustained during the 120 days immediately following the direct physical loss or damage; or

(2) The Limit of Insurance shown in the Declarations.

2. Monthly Limit of Indemnity

a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.

b. The most we will pay for loss of Business Income in each period of 30 consecutive days after the direct physical loss or damage is:

(1) The Limit of Insurance, multiplied by

(2) The fraction shown in the Declarations for this Optional Coverage.

Example:

When: The Limit of Insurance is \$120,000

The fraction shown in the Declarations for this Optional Coverage is 1/4

The most we will pay for loss in each period of 30 consecutive days is:

$\$120,000 \times 1/4 = \$30,000$

If, in this example, the actual amount of loss is:

Days 1-30	\$ 40,000
Days 31-60	20,000
Days 61-90	<u>30,000</u>
	\$ 90,000

We will pay:

Days 1-30	\$ 30,000
Days 31-60	20,000
Days 61-90	<u>30,000</u>
	\$ 80,000

The remaining \$10,000 is not covered.

3. Agreed Value

a. To activate this Optional Coverage:

- (1) A Business Income Report/Work Sheet must be made a part of this policy and must show financial data for your **operations**:

- (a) During the 12 months prior to the date of the Work Sheet; and
- (b) Estimated for the 12 months immediately following the inception of this Optional Coverage.

- (2) An Agreed Value must be shown in the Declarations or on the Work Sheet. The Agreed Value should be at least equal to:

- (a) The Coinsurance percentage shown in the Declarations; multiplied by
- (b) The amount of Net Income and Operating Expenses for the following 12 months you report on the Work Sheet.

b. The Additional Condition, Coinsurance, is suspended until:

- (1) 12 months after the effective date of this Optional Coverage; or
- (2) The expiration date of this policy;

whichever occurs first.

- c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:

- (1) Within 12 months of the effective date of this Optional Coverage; or
- (2) When you request a change in your Business Income Limit of Insurance.

- d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:

- (1) The Business Income Limit of Insurance; divided by
- (2) The Agreed Value.

Example:

When: The Limit of Insurance is \$100,000

The Agreed Value is \$200,000

The amount of loss is \$ 80,000

Step (a): $\$100,000 / \$200,000 = .50$

Step (b): $.50 \times \$80,000 = \$40,000$

We will pay \$40,000. The remaining \$40,000 is not covered.

4. Extended Period of Indemnity

Under paragraph A.3.d., Extended Business Income, the number 30 in subparagraph (2)(b) is replaced by the number shown in the Declarations for this Optional Coverage.

G. Definitions

1. **Finished Stock** means stock you have manufactured.

Finished stock also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.

Finished stock does not include stock you have manufactured that is held for sale on the

premises of any retail outlet insured under this Coverage Part.

2. **Operations** means:

- a. Your business activities occurring at the described premises; and
- b. The tenantability of the described premises, if coverage for Business Income including **Rental Value** or **Rental Value** applies.

3. **Period of Restoration** means the period of time that:

- a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
- b. Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.

Period of restoration does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

The expiration date of this policy will not cut short the **period of restoration**.

4. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

5. **Rental Value** means the:

- a. Total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, and
- b. Amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations, and
- c. Fair rental value of any portion of the described premises which is occupied by you.

Legal Liability Coverage Form - CP 00 40 06 95

Policy Amendment(s) Commercial Property

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words **you** and **your** refer to the Named Insured shown in the Declarations. The words **we**, **us** and **our** refer to the Company providing this insurance.

Other words and phrases that appear in bold face have special meaning. Refer to SECTION F - DEFINITION.

A. Coverage

We will pay those sums that you become legally obligated to pay as damages because of direct physical loss or damage, including loss of use, to Covered Property caused by accident and arising out of any Covered Cause of Loss. We will have the right and duty to defend any **suit** seeking those damages. However, we have no duty to defend you against a **suit** seeking damages for direct physical loss or damage to which this insurance does not apply. We may investigate and settle any claim or **suit** at our discretion. But:

- (1) The amount we will pay for damages is limited as described in Section C. Limits of Insurance; and
- (2) Our right and duty to defend end when we have used up the Limit of Insurance in the payment of judgments or settlements.

1. Covered Property

Covered Property as used in this Coverage Form, means tangible property of others in your care, custody or control that is described

in the Declarations or on the Legal Liability Coverage Schedule.

2. Covered Causes of Loss

See applicable Causes of Loss Form as shown in the Declarations.

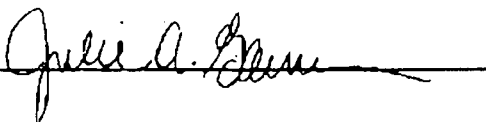
3. Additional Coverage

Supplementary Payments. We will pay with respect to any claim or any **suit** against you we defend:

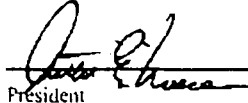
- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by you at our request, including actual loss of earnings up to \$100 a day because of time off from work.
- d. All costs taxed against you in the **suit**.
- e. Prejudgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



4. Coverage Extensions

a. Additional Insureds

If the Named Insured shown in the Declarations is a partnership or corporation, throughout this Coverage Form, the words **you** and **your** include partners, executive officers, trustees, directors and stockholders of such partnership or corporation, but only with respect to their duties as such.

b. Newly Acquired Organizations

Throughout this Coverage Form, the words **you** and **your** also include any organization (other than a partnership or joint venture) you newly acquire, or form and over which you maintain ownership or majority interest if there is no other similar insurance available to that organization.

This Coverage Extension ends:

- (1) 90 days after you acquire or form the organization; or
- (2) At the end of the policy period shown in the Declarations;

whichever is earlier.

This Extension does not apply to direct physical loss or damage that occurred before you acquired or formed the organization.

c. Newly Acquired Property

- (1) You may extend the insurance that applies to Covered Property, as used in this Coverage Form, to apply to your liability for tangible property of others that comes under your care, custody or control after the beginning of the current policy period. This Extension is subject to the following:

(a) All terms and Conditions of this Coverage Form.

(b) Buildings must be intended for:

- (i) Similar use as the building described in the Declarations or on the Legal Liability Coverage Schedule; or

- (ii) Use as a warehouse.

The most we will pay as the result of any one accident for loss or damage to the total of all buildings covered under this Extension is \$250,000 at each building.

- (c) Personal property must be at a location:

- (i) That you own; or

- (ii) That is or comes under your care, custody or control;

other than at fairs or exhibitions.

The most we will pay as the result of any one accident for loss or damage to the total of all personal property covered under this Extension is \$100,000 at each building.

- (2) Insurance under this Extension for each item of property of others will end when any of the following first occurs:

- (a) This policy expires;

- (b) 30 days expire after the property has come under your care, custody or control; or

- (c) You report values to us.

We will charge you additional premium for values reported from the date the property comes under your care, custody or control.

This Extension does not apply to direct physical loss or damage that occurred before the property came under your care, custody or control.

B. Exclusions and Limitations

See applicable Causes of Loss Form as shown in the Declarations.

C. Limits of Insurance

The most we will pay in damages as the result of any one accident is the applicable Limit of Insurance shown on the Legal Liability Coverage Schedule, or in the Declarations.

Payments under the Additional Coverage and the Newly Acquired Property Coverage Extension are in addition to the Limits of Insurance.

The existence of one or more:

1. Additional Insureds, or
2. Newly Acquired Organizations,

does not increase the Limit of Insurance.

D. Loss Conditions

The following conditions apply in addition to the Commercial Property Conditions:

1. Duties in the Event of Accident, Claim or Suit

- a. You must see to it that we are notified promptly of any accident that may result in a claim. Notice should include:

- (1) How, when and where the accident took place; and
- (2) The names and addresses of any witnesses.

Notice of an accident is not notice of a claim.

- b. If a claim is made or suit is brought against you, you must see to it that we receive prompt written notice of the claim or suit.

- c. You must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;

- (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation, settlement or defense of the claim or suit; and

- (4) Assist us upon our request in the enforcement of any right against any person or organization that may be liable to you because of damage to which this insurance may also apply.

- d. You will not, except at your own cost voluntarily make a payment, assume any obligation, or incur any expense without our consent.

2. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a suit asking for damages from you; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

3. Other Insurance

You may have other insurance covering the same loss as the insurance under this Coverage Form. If you do, we will pay our share of the covered loss. Our share is the proportion that the Limit of Insurance under this Coverage Form covering such loss bears to the Limits of Insurance of all insurance covering the loss.

4. **Transfer of Rights of Recovery Against Others to Us**

If you have rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. You must do nothing after loss to impair them. At our request, you will bring suit or transfer those rights to us and help us enforce them.

E. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions.

1. **Amendment of Commercial Property Conditions**

None of the Commercial Property Conditions apply to this Coverage Form, except:

- a. Condition A. Concealment, Misrepresentation or Fraud;
- b. Condition C. Insurance Under Two or More Coverages; and
- c. Condition E. Liberalization.

2. **Bankruptcy**

Bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Coverage Form.

3. **Policy Period, Coverage Territory**

Under this Coverage Form:

- a. We will pay for loss or damage caused by an accident that occurs:

- (1) During the policy period shown in the Declarations; and
- (2) Within the coverage territory.

- b. The coverage territory is:

- (1) The United States of America;
- (2) Puerto Rico; and
- (3) Canada.

4. **Separation of Insureds**

The insurance under this Coverage Form applies separately to you and each additional insured, except with respect to the Limits of Insurance.

F. Definition

Suit includes an arbitration proceeding to which you must submit or submit with our consent.

Cancellation Changes - CP 02 99 06 07

Policy Amendment(s) Commercial Property Coverage

This endorsement modifies insurance provided under the following:**Commercial Property Coverage Part
Standard Property Policy**The following is added to the **Cancellation** Common Policy Condition:

If any one of the following conditions exists at any building that is Covered Property in this policy, we may cancel this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least five days before the effective date of cancellation.

A. The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:

1. Seasonal unoccupancy;
2. Buildings in the course of construction, renovation or addition; or
3. Buildings to which the Vacancy Permit endorsement applies.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

B. After damage by a covered cause of loss, permanent repairs to the building:

1. Have not started; and
2. Have not been contracted for,

within 30 days of initial payment of loss.

C. The building has:

1. An outstanding order to vacate;
2. An outstanding demolition order;
3. Been declared unsafe by governmental authority.

D. Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

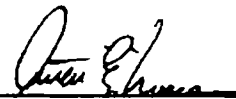
E. Failure to:

1. Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
2. Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

Utility Services - Direct Damage - CP 04 17 06 95

Policy Amendment(s) Commercial Property Coverage

Insured: SOLO I O, LLC

Policy Number: S 17 MZX 80978056

Producer: ALLIANT INSURANCE SERVICES

Effective Date: 04-22-17

This endorsement modifies insurance provided under the following:

Building and Personal Property Coverage Form
Builders' Risk Coverage Form
Condominium Association Coverage Form
Condominium Commercial Unit-Owners Coverage Form
Standard Property Policy
Tobacco Sales Warehouses Coverage Form

Schedule

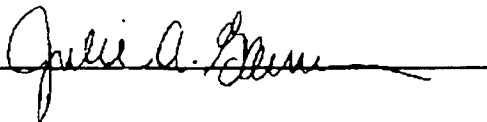
Water Supply	Communication Supply (not including overhead transmission lines)	Communication Supply (including over- head transmission lines)	Power Supply (not including overhead transmission lines)	Power Supply (including overhead transmission lines)
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Prem. No.	Bldg. No.	Covered Property	Utility Services Limit of Insurance	Causes of Loss Form Applicable
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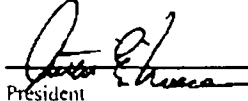
(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



A. We will pay for loss of or damage to Covered Property described in the Schedule, caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following property, not on the described premises, if indicated by an X in the Schedule.

1. **Water Supply Services**, meaning the following types of property supplying water to the described premises:

- a. Pumping stations; and
- b. Water mains.

2. **Communication Supply Services**, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- a. Communication transmission lines, including optic fiber transmission lines;
- b. Coaxial cables; and
- c. Microwave radio relays except satellites.

It does not include overhead transmission lines unless indicated by an X in the Schedule.

3. **Power Supply Services**, meaning the following types of property supplying electricity, steam or gas to the described premises:

- a. Utility generating plants;
- b. Switching stations;
- c. Substations;
- d. Transformers; and
- e. Transmissions lines.

It does not include overhead transmission lines unless indicated by an X in the Schedule.

B. If a Utility Services Limit of Insurance is shown in the Schedule, such limit is part of, not in addition to, the Limit of Insurance stated in the Declarations or in the Separation of Coverage endorsement as applicable to the Covered Property.

If no Limit of Insurance is shown for Utility Services, coverage under this endorsement is subject to the applicable Limit of Insurance on the Covered Property as shown in the Declarations or in the Separation of Coverage endorsement. But this Utility Services endorsement does not increase the applicable Limit of Insurance.

Loss Payable Provisions - CP 12 18 06 95

Policy Amendment(s) Commercial Property

Insured: SOLO I O, LLC

Policy Number: S 17 MZX 80978056

Producer: ALLIANT INSURANCE SERVICES

Effective Date: 04-22-17

This endorsement modifies insurance provided under the following:

Building and Personal Property Coverage Form
Builders Risk Coverage Form
Condominium Association Coverage Form
Condominium Commercial Unit-Owners Coverage Form
Standard Property Policy

Schedule**Provisions Applicable**

Prem. No.	Bldg. No.	Description of Property	Loss Payable	Lender's Loss Payable	Contract of Sale	Loss Payee (Name & Address)
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(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an X in the Schedule:

B. Loss Payable

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and

2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

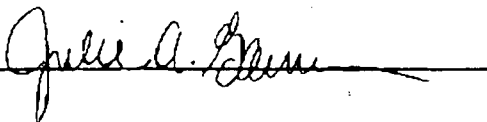
C. Lender's Loss Payable

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

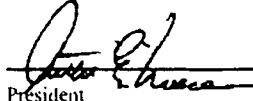
This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



- a. Warehouse receipts;
- b. A contract for deed;
- c. Bills of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

(1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and

(2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- 3. If we cancel this policy, we will give written notice to the Loss Payee at least:

a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

- 4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

D. Contract of Sale

- 1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.

- 2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:

a. Adjust losses with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

- 3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word **you** includes the Loss Payee.

Ordinance or Law - Increased Period of Restoration - CP 15 31 07 88

Policy Amendment Property Coverage

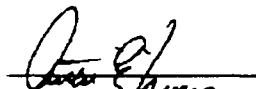
- A. If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the increased period of suspension of **operations** caused by or resulting from the enforcement of any ordinance or law that:
1. Regulates the construction or repair of any property;
 2. Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and
 3. Is in force at the time of loss.
- B. The PERIOD OF RESTORATION definition is replaced by the following:
3. **Period of Restoration** means the period of time that:
 - a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - b. Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.

However, coverage is not extended under this endorsement to include loss caused by or resulting from the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

Period of restoration includes any increased period required to repair or reconstruct the property to comply with the minimum standards of any ordinance or law, in force at the time of loss, that regulates the construction or repair, or requires the tearing down of any property.

The expiration date of this policy will not cut short the **period of restoration**.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy



President

Utility Services - Time Element - CP 15 45 06 95

Policy Amendment(s) Commercial Property Coverage

Insured: SOLO I O, LLC

Policy Number: S 17 MZX 80978056

Producer: ALLIANT INSURANCE SERVICES

Effective Date: 04-22-17

This endorsement modifies insurance provided under the following:**Business Income (And Extra Expense) Coverage Form
Business Income (Without Extra Expense) Coverage Form
Extra Expense Coverage Form****Schedule**

	Communication Supply Property (not including overhead transmission lines)	Communication Supply Property (including over- head transmission lines)	Power Supply Property (not including overhead transmission lines)	Power Supply Property (including overhead transmission lines)
Water Supply Property				

Prem. No.	Bldg. No.	Causes of Loss Form Applicable	Limit of Insurance
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(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

A. We will pay for loss of Business Income or Extra Expense at the described premises caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the property described in paragraph B. if such property is indicated by an X in the Schedule and is

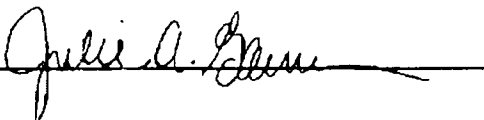
located outside of a covered building described in the Declarations.

B. Utility Services

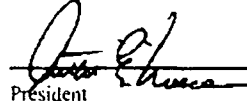
- Water Supply Services**, meaning the following types of property supplying water to the described premises:

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



- a. Pumping stations; and
 - b. Water mains.
2. **Communication Supply Services**, meaning property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:
- a. Communication transmission lines, including optic fiber transmission lines;
 - b. Coaxial cables; and
 - c. Microwave radio relays except satellites.

It does not include overhead transmission lines unless indicated by an X in the Schedule.

3. **Power Supply Services**, meaning the following types of property supplying electricity, steam or gas to the described premises:

- a. Utility generating plants;
- b. Switching stations;
- c. Substations;
- d. Transformers; and
- e. Transmission lines.

It does not include overhead transmission lines unless indicated by an X in the Schedule.

- C. The COINSURANCE Additional Condition does not apply to this endorsement.

Legal Liability Coverage Schedule - CP 19 40 11 85

Policy Amendment(s) Commercial Property Coverage

Insured

Policy Number

Producer

Effective Date

This endorsement provides supplementary information to be used with the following:

Legal Liability Coverage Form

The Legal Liability Coverage Form applies to the items described below for which a Limit of Insurance is shown:

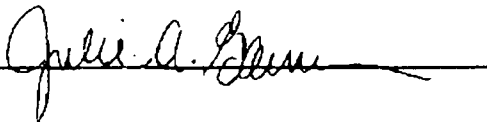
Location and Occupancy	Description of Property	Limit of Insurance
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(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

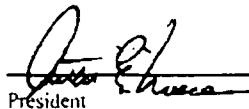
This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



Protective Safeguards - IL 04 15 04 98

Policy Amendment(s) Commercial General Provisions

Insured: SOLO I O, LLC

Policy Number: S 17 MZX 80978056

Producer: ALLIANT INSURANCE SERVICES

Effective Date: 04-22-17

This endorsement modifies insurance provided under the following:

Commercial Property Coverage Part
Farm Coverage Part

Schedule

Prem. No.	Bldg. No.	Protective Safeguards Symbols Applicable:
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Describe Any P-9:

(Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.)

A. The following is added to the:

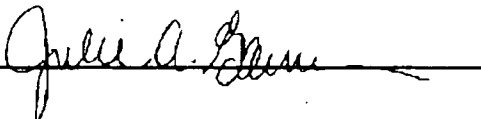
Commercial Property Conditions
General Conditions in the Farm Property
Other Farm Provisions Form - Additional Cover-
ages, Conditions, Definitions
General Conditions in the Mobile Agricultural
Machinery and Equipment Coverage Form
General Conditions in the Livestock Coverage
Form

Protective Safeguards


1. As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule above.
2. The protective safeguards to which this endorsement applies are identified by the following symbols:

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



P-1 Automatic Sprinkler System, including related supervisory services.

Automatic Sprinkler System means:

- a. Any automatic fire protective or extinguishing system, including connected:
 1. Sprinklers and discharge nozzles;
 2. Ducts, pipes, valves and fittings;
 3. Tanks, their component parts and supports; and
 4. Pumps and private fire protection mains.
- b. When supplied from an automatic fire protection system:
 1. Non-automatic fireprotective systems; and
 2. Hydrants, standpipes and outlets.

P-2 Automatic Fire Alarm, protecting the entire building, that is:

- a. Connected to a central station; or
- b. Reporting to a public or private fire alarm station.

P-3 Security Service, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

P-4 Service Contract with a privately owned fire department providing fire protection service to the described premises.

P-9 The protective system described in the Schedule.

- B. The following is added to the EXCLUSIONS section of:

Causes of Loss - Basic Form

Causes of Loss - Broad Form

Causes of Loss - Special Form

Mortgage Holders' Errors and Omissions Coverage Form

Standard Property Policy

Cause of Loss Farm Property Form

Mobile Agricultural Machinery and Equipment Coverage Form

Livestock Coverage Form

We will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you:

1. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
2. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

Property-Gard Amendatory Endorsement - 141073 05 93

Policy Amendment(s) Commercial Property

This endorsement modifies insurance provided under the Building and Personal Property Coverage Form and the Causes of Loss Form.

Covered Property

Coverage for your personal property which is used to maintain or service the building or its premises insured under A.1.a.4 of Property-Gard form 142000 and your business personal property insured under A.1.b. of Property-Gard form 142000 is extended to include personal property you lease if the terms of an applicable written lease requires you to provide property insurance.

Replacement Cost Coverage applies to the leased personal property covered by this endorsement if the Replacement Cost Optional Coverage has been added to your policy.

Exclusions

Paragraph B.1.a of the Causes of Loss form 141035 and 141035COMP is deleted and replaced by the following:

a. Ordinance or Law

- (1) The enforcement of any ordinance or law:
 - (a) Regulating the construction, use or repair of any property; or
 - (b) Requiring the tearing down or removal of any property, including the cost of removing its debris.

(2) The increased costs of repairs due to the enforcement of any ordinance or law that:

- (a) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss; or
- (b) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the premises described in the Declarations.

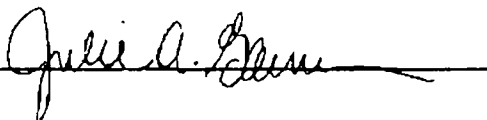
Replacement Cost

Paragraph G.3.e. of Property-Gard form 142000 is deleted and replaced by the following:

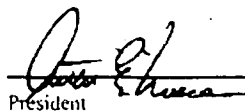
- e. We will not pay more for loss or damage on a replacement cost basis than the least of:
 - (1) The Limit of Insurance applicable to the lost or damaged property;
 - (2) The cost to replace, on the same premises, the lost or damaged property with other property:
 - (a) Of comparable material and quality of that with which it was originally constructed; and
 - (b) Used for the same purpose; or
 - (3) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



Property-Gard - Equipment Breakdown Coverage Endorsement 143609 07 03

Policy Amendment(s) Commercial Property Coverage

Insured: SOLO I O, LLC

Policy Number: S 17 MZX 80978056

Producer: ALLIANT INSURANCE SERVICES

Effective Date: 04-22-17

This endorsement modifies insurance provided under the:

Property-Gard Building and Personal Property Coverage Form 142000
Causes of Loss Form 141035

Schedule of Equipment Breakdown Coverage Deductibles

Damage to Covered Property:

Time Element Loss:

Perishable Stock:

If a Deductible Amount is not shown above, then coverage provided by this endorsement is subject to the Deductible Amount shown in the Declarations for each applicable location covered under this policy.

Schedule of Equipment Breakdown Coverage Limits

Coverage Description	Limit of Insurance
Damage to Covered Property	
Time Element Loss	
Perishable Stock	
Hazardous Substances	
Expediting Expense	
Data Restoration	

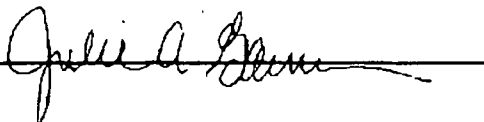
Special Provisions

The coverage provided by this endorsement is subject to the limits shown above. If a limit is not specified, then the Limits of Insurance shown for each applicable location covered under this policy or the limit shown in this endorsement will apply.

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



A. Coverage

1. We will pay for direct physical loss or damage to property covered by this policy caused by an **equipment breakdown to covered equipment**.

2. Perishable Stock

- a. We will pay for the following loss, damage and expense that is caused by an **equipment breakdown to covered equipment**:

- (1) your loss of **perishable stock** due to spoilage;
- (2) your loss of **perishable stock** due to contamination from the release of refrigerant, including but not limited to ammonia; and
- (3) any necessary expenses you incur to reduce the amount of **perishable stock** loss to the extent that they do not exceed the amount of loss that otherwise would have been payable for **perishable stock**.

- b. Our payment for **perishable stock** will be made in accordance with the Valuation provisions for **stock**.

- c. The most we will pay for loss of **perishable stock**, including necessary expense you incur to reduce loss, is \$25,000, unless otherwise shown in the Schedule of **Equipment Breakdown Coverage Limits**.

3. Hazardous Substances

We will pay for the additional cost to repair or replace Covered Property because of contamination by a hazardous substance caused by an **equipment breakdown to covered equipment**. This includes the additional expenses to clean up or dispose of such property. Additional costs mean those beyond what would have been required had no hazardous substance been involved. Hazardous substance means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency.

The most we will pay for additional cost and expense because of contamination by a hazardous substance including **time element loss and loss of perishable stock**, is \$100,000, unless otherwise shown in the Schedule of **Equipment Breakdown Coverage Limits**.

B. Special Exclusions

Except as specified below, all Exclusions and Limitations in the Property - Gard Causes of Loss Form apply to this endorsement.

1. Exclusions B.2.a. and B.2.d.(7), and Limitations C.1.a. and C.1.b. do not apply to coverage provided by this endorsement.
2. As respects this endorsement only, the last paragraph of Exclusion B.2.d. is deleted and replaced with the following:

But if loss or damage by an **equipment breakdown to covered equipment** results from (1), (2) or (6) above, we will pay for that resulting loss or damage.

3. The following Exclusions are added as respects the coverage provided by this endorsement.

We will not pay for loss or damage caused by or resulting from:

- a. Fire, lightning, explosion (except as specifically provided in F.2.b.), windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire protective equipment, breakage of glass, falling objects, collapse, or weight of snow, ice or sleet;
- b. Freezing from weather related events;
- c. Any earth movement, such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting;
- d. **Flood**. However, if electrical **covered equipment** requires drying out because of a **flood**, we will pay for the direct expense of such drying out subject to the applicable Limit of Insurance and Deductible.
- e. Any of the following tests:

- (1) A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or
 - (2) An insulation breakdown test of any type of electrical equipment.
- f. Any defect, virus, loss of **data** or other situation within **media**. But if loss or damage from an **equipment breakdown** results, we will pay for that resulting loss or damage.

Media means the physical materials upon which **data** or **software** are electronically, magnetically or optically recorded, installed or stored, whether or not such materials are installed or included within electronic data processing equipment.

Data means any information that is electronically, magnetically or optically stored, recorded or installed on **media** for use in your information systems or **data** processing operations.

Software means instructions, programs, or routines that are electronically, magnetically or optically stored, recorded or installed on **media** and which are used to control or direct processes, computing, or other functions in your electronic data processing equipment, or for processing, converting, retrieving, storing or reproducing **data**. **Software** includes, but is not limited to, the source code of such instructions, programs or routines.

If any provision included in this policy is more restrictive than this exclusion, that other provision will supersede this exclusion.

C. Extensions of Coverage

The following coverages also apply to loss caused by or resulting from an **equipment breakdown** to **covered equipment**. These coverages do not provide additional amounts of insurance.

1. Service Interruption

The insurance provided for **time element loss** and **perishable stock** is extended to apply to loss caused by or resulting from an **equipment breakdown** to equipment that is:

- a. Owned by a utility, landlord, or other supplier contracted by you; and
- b. Used to supply electrical power, communications, waste disposal, air conditioning, refrigeration, heating, gas, air, water or steam to your **premises**.

This Service Interruption coverage supersedes and replaces any other provision or endorsement in the policy that would otherwise cover a loss covered under this Service Interruption coverage.

2. Expediting Expense

We will pay reasonable increased costs you incur for temporary repair and for expediting the permanent repair or permanent replacement of damaged Covered Property. This includes payment of overtime wages and the extra cost of express or other rapid means of transportation. The most we will pay for these increased costs is \$100,000, unless otherwise shown in the Schedule of **Equipment Breakdown Coverage Limits**.

3. Data Restoration

We will pay for your cost to research, replace and restore **data**, including programs and operating systems, that is lost or corrupted due to an **equipment breakdown** to **covered equipment**. The most we will pay for loss or damage under this coverage is \$50,000 unless otherwise shown in the Schedule of **Equipment Breakdown Coverage Limits**.

D. Deductible

- 1. The coverage provided by this endorsement is subject to the deductibles shown in the Schedule of **Equipment Breakdown Coverage Deductibles**. Unless otherwise shown in the Schedule the following apply:

- a. **Time Element Loss Deductibles** apply to **time element loss**, including **time element loss** under Service Interruption coverage.
- b. **Perishable Stock Deductibles** apply to loss to **perishable stock**, including **perishable stock loss** under Service Interruption coverage.

- c. Damage to Covered Property Deductibles apply to all other loss or damage covered by this endorsement including loss to **perishable stock** if no other **Perishable Stock** deductible is specified and **time element loss** if no other **Time Element Loss** Deductible is specified.
- 2. If a dollar deductible is shown in the Schedule of **Equipment Breakdown** Coverage Deductibles, we will not pay for loss or damage resulting from any one **equipment breakdown** until the amount of loss or damage exceeds the applicable Deductible shown. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.
- 3. If a time deductible is shown in the Schedule of **Equipment Breakdown** Coverage Deductibles for **Time Element Loss**, we will not be liable for any loss occurring during the specified number of hours or days immediately following the **equipment breakdown**. If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.
- 4. If a Multiplier is shown in the Schedule of **Equipment Breakdown** Coverage Deductibles for **Time Element Loss**, the deductible is determined by multiplying the One Hundred Percent Average Daily Value (100% ADV) times the Multiplier. The 100% ADV will be obtained by dividing the total net profits, fixed charges and expenses that would have been earned had no damage occurred during the period of interruption of business by the number of working days in that period. No reduction shall be made for net profits, fixed charges and expenses not being earned, or in the number of working days, because of the physical loss or damage to Covered Property or other scheduled or unscheduled shut-down(s) during the period of interruption. The ADV applies to all locations included in the valuation of the loss.
- 5. If a **Perishable Stock** deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss or damage (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the

indicated minimum deductible, the minimum deductible will be the applicable deductible.

- 6. For purposes of Paragraph D. of the Property-Gard Building and Personal Property Coverage Form:
 - a. The Deductible Amounts shown in the Schedule of **Equipment Breakdown** Deductibles will be applied separately and individually to the applicable loss or damage.
 - b. The total of the individual Deductible Amounts shown in the Schedule of **Equipment Breakdown** Deductibles will be considered to be a single amount.

E. Suspension

If any **covered equipment** is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the coverage provided by this endorsement for that **covered equipment**. This can be done by delivering or mailing a written notice of suspension to:

- 1. Your last known address; or
- 2. The address where the equipment is located.

Once suspended in this way, your insurance can be reinstated only by endorsement.

F. Additional Definitions

- 1. **Covered equipment** unless otherwise specified in the Special Provisions, means Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.

Covered equipment does not include:

- a. structures and foundations, (other than a bedplate of a machine);
- b. air supported structures or buildings;
- c. insulating or refractory materials;
- d. vehicles, aircraft or floating vessels or any equipment mounted on such vehicles, aircraft or floating vessels. However, any property that is stationary, permanently installed at a covered location and that

receives electrical power from an external power supplier will not be considered a vehicle, aircraft or floating vessel;

- c. draglines, excavation or construction equipment;
 - f. equipment manufactured by you for sale;
 - g. sewer piping, buried vessels or piping, or piping forming a part of a sprinkler system; or
 - h. water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system.
2. **Equipment breakdown** means direct physical loss as follows:
- a. Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires;
 - b. Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by you, or operated under your control;
 - c. Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition inside such equipment;

d. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition inside such boilers or equipment;

e. Mechanical breakdown, including rupture or bursting caused by centrifugal force.

The term Covered Cause of Loss includes the causes of loss listed in 2.a. through 2.e. above.

- 3. **Perishable stock** means personal property maintained under the controlled conditions required for its preservation and susceptible to loss or damage if the controlled conditions change.
- 4. **Time Element Loss**, as used in this endorsement, means any of the following coverages provided by this policy: Business Income, Extra Expense, Business Income with Extra Expense, Business Income from Dependent Properties, Extended Business Income, Rental Value, or any other similar coverage.
- G. The provisions of this endorsement shall not increase any amount or Limit of Insurance otherwise provided in this policy.
- H. This endorsement is otherwise subject to all the terms, conditions, provisions and stipulations of the policy to which it is attached.

Crisis Management Coverage Extension Endorsement - 143623 06 05

Policy Amendment(s) Commercial Property Coverage

This endorsement modifies insurance provided under the following:

Commercial Property Coverage Part

Schedule - Coverage Description	Limits of Insurance
Crisis Event Response Communication Cost	\$ limit for 60 consecutive days after a Covered Crisis Event occurs, subject to an aggregate limit for all Covered Crisis Events at any one location which is part of your Covered Premises occurring during the Policy period of \$
Crisis Event Business Income (and Extra Expense)	\$ for 60 consecutive days after a Covered Crisis Event occurs, subject to an aggregate limit for all Covered Crisis Events at any one location which is part of your Covered Premises occurring during the Policy Period of \$
Post Crisis Event Expense	\$ for 60 consecutive days after a Covered Crisis Event occurs, not to exceed \$5,000 for any one person, subject to an aggregate limit for all Covered Crisis Events at any one location which is part of your Covered Premises occurring during the Policy period of \$
<u>Waiting Period Deductible:</u>	
Crisis Event Response Communication Cost	None
Crisis Event Business Income	Twenty four (24) hours
Crisis Event Extra Expense	None
Post Crisis Event Expense	None

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

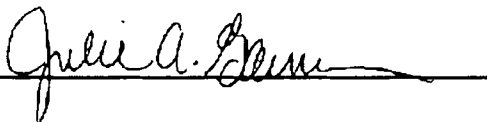
A. Crisis Event Response Communication Cost

We will pay your crisis event response communication cost resulting from a covered crisis event at your covered premises for sixty (60) consecutive


days after a covered crisis event occurs. Payment of all losses covered under this clause shall not exceed the applicable Crisis Event Response Communication Cost Limit of Insurance shown in the Schedule.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



B. Crisis Event Business Income (and Extra Expense)**1. Crisis Event Business Income**

a. We will pay for the actual loss of **crisis event business income** you sustain due to the necessary **suspension** of your **operations** during the **crisis event period of restoration**. The **suspension** must be caused by or result from a **covered crisis event** at your **covered premises**. This coverage will begin after the Waiting Period Deductible shown in the Schedule and end the earlier of:

- i. the date you could restore your **operations**, with reasonable speed, to the level which would generate the business income amount that would have existed if no **covered crisis event** occurred; or
- ii. sixty (60) consecutive days after the **covered crisis event** occurred.

b. If the necessary **suspension** of your **operations** caused by or resulting from a **covered crisis event** produces a **crisis event business income** loss payable under this policy, we will pay for the actual loss of **crisis event business income** you incur during the period that:

- i. begins on the date **operations** are resumed or tenability of the **covered premises** is restored; and

ii. ends on the earlier of:

(a) the date you could restore your **operations**, with reasonable speed, to the level which would generate the **crisis event business income** amount that would have existed had no **covered crisis event** occurred; or

(b) the date you could restore tenant occupancy, with reasonable speed, to the level which would generate the **rental value** that would have existed if the **covered crisis event** had not occurred; or

(c) thirty (30) consecutive days after the date determined in b.i. above.

Notwithstanding the provisions of paragraphs a. and b. above, we will not pay for loss under Crisis Event Business Income beyond sixty (60) consecutive days after the **covered crisis event** occurs.

2. Crisis Event Extra Expense

a. We will pay **crisis event extra expense** you incur during the **period of restoration** caused by or resulting from a **covered crisis event** to:

(1) avoid or minimize the **suspension** of your business and to continue **operations** at the **covered premises** or at replacement or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location; or

(2) minimize the **suspension** of business if you cannot continue **operations**.

b. We will not pay the cost to repair or replace property.

c. This coverage will end the earlier of:

(1) the date your **operations** are restored to a condition similar to that which would have existed had there been no **covered crisis event**; or

(2) sixty (60) consecutive days after the **covered crisis event** occurs.

Combined payment under clauses B.1. and B.2. shall not exceed the applicable Crisis Event Business Income (and Extra Expense) Limits of Insurance shown in the Schedule.

C. Post Crisis Event Expense

We will pay **post crisis event expense** incurred as a result of a **covered crisis event** at your **covered premises**. Payment under this clause will begin immediately after the **covered crisis event** and apply for up to sixty (60) consecutive days but shall not exceed the Post Crisis Event Expense Limits of Insurance in the Schedule. Payments of all

losses covered under this clause shall not exceed the applicable Post Crisis Event Expense Limits of Insurance shown in the Schedule.

D. Exclusions

In addition to any other exclusions which apply to this policy, we will not pay for cost, loss, expense or damage caused directly or indirectly by or in any way relating to any of the following. Such cost, loss, expense or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

1. Illegal acts by you, your Directors, Officers or Trustees;
2. Any claim or suit by a third party for bodily injury or property damage including defense costs related to bodily injury or property damage;
3. Volcanic Action;
4. Earth movement caused by:
 - a. Earthquake; or
 - b. Volcanic eruption, explosion or effusion, including fire or explosion which follow.
5. Nuclear reaction or radiation, or radioactive contamination, however caused;
6. Flood;
7. Windstorm or hail; or
8. We will not pay for loss from **other crisis incidents** under B. Crisis Event Business Income (and Extra Expense) coverage.

E. Additional Conditions

1. With respect to all coverages provided by this endorsement:
 - a. The Coinsurance Additional Condition does not apply.
 - b. Deductible Clauses attached elsewhere in this policy do not apply.
 - c. If there is other insurance covering the same loss under this policy or any other policy, we will pay only for the amount of the covered loss in excess of the

amount due from the other insurance, whether collectible or not. If the other insurance covers the same loss but with a higher Deductible we will pay for the difference between the deductible applicable to the coverage in this endorsement and that other Coverage. Other insurance here includes the insurance coverage or non-insurance services provided by an employer's Employee Assistance Plan or similar mental health service. Irrespective of other insurance, we will not pay more than the Applicable Limit of Insurance.

2. The **covered crisis events** specified in Clause G.1. only apply to the coverages provided by this endorsement. **Covered crisis events** do not apply to any other coverage granted in any other forms or endorsements in this policy, including any coverages for Business Income, Extra Expense or Business Income (And Extra Expense). A **covered crisis event** is not a Covered Cause of Loss in any Coverage Form unless specifically added by another endorsement as a Covered Cause of Loss to that Coverage Form.
3. Defined Terms. Defined terms contained elsewhere in this policy apply to the coverages afforded by this endorsement unless specifically described under G. Additional Definitions.

F. Loss Conditions

The following Loss Conditions apply to the coverages provided by this endorsement. These apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and

operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

2. Notice of a Covered Crisis Event

- a. You must notify us of any **covered crisis event** or any event that is likely to lead to a **covered crisis event** within forty-eight (48) hours of first becoming aware of it. This notification does not guarantee that it is a **covered crisis event**.
- b. You must notify the police if a law has been broken.
- c. When the initial notification is made verbally, written notification containing a complete description of the event must be submitted to us when requested.
- d. Notice shall include:
 - i. How, when and where the **covered crisis event** is occurring or occurred;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the **covered crisis event**.
- e. Take all reasonable steps to protect your **covered premises** from further loss or damage, and keep a record of your expenses necessary to protect the **covered premises** for consideration in the settlement of the claim. This will not increase the Crisis Event Extra Expense Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a **covered crisis event**. Also, if feasible, set any damaged property aside and in the best possible order for examination.

f. As often as may be reasonably required, permit us to inspect the **covered premises** proving the loss or damage and examine your books and records.

g. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

3. Loss Determination

- a. The amount of **crisis event business income** loss will be determined based on:
 - i. The Net Income of the business before the **covered crisis event** occurred;
 - ii. The likely Net Income of the business if no **covered crisis event** occurred, but not including any Net Income that would have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the **covered crisis event** on customers or other businesses;
 - iii. The operating expenses, including payroll expenses, necessary to resume **operations** with the same quality of service that existed just before the **covered crisis event**; and
 - iv. Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers;
 - (c) Deeds, liens or contracts
- b. The amount of **crisis event extra expense** loss will be determined based on:
 - i. All expenses that exceed the normal operating expenses that would have been incurred by **operations** during the **crisis event period of restoration** if no **covered crisis event** had

occurred. We will deduct from the total of such expenses:

- (a) The salvage value that remains of any property bought for temporary use during the **crisis event period of restoration**, once **operations** are resumed; and
 - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written, subject to the same plan, terms, conditions and provisions as this insurance; and
 - ii. Necessary expenses that reduce the **crisis event business income** loss that otherwise would have been incurred.
 - c. Resumption of Operations
- We will reduce the amount of your:
- i. **Crisis event business income** loss, other than **crisis event extra expense**, to the extent you can resume your **operations**, in whole or in part, at the **covered premises** or elsewhere;
 - ii. **Crisis event extra expense** loss to the extent you can return **operations** to normal and discontinue such **crisis event extra expense**.
 - d. If you do not resume **operations**, or do not resume **operations** as quickly as possible, we will pay based on the length of time it would have taken to resume **operations** as quickly as possible.
 - e. The amount of **crisis event response communication cost** loss will be determined based on the additional expenses incurred by you to manage your organization's communications to your employees, shareholders, customers, government authorities, news media and other members of the public after the **covered crisis event**.

G. Additional Definitions

With respect to the coverage provided by this endorsement, the following definitions are added:

- 1. **Covered crisis event** means the following:

- a. **Violent acts.** An actual, attempted, or threatened act committed with malicious intent on your **covered premises** against any person(s) that results in physical injury or death to such person(s). This does not apply to actual, attempted or threatened acts by an insured.
- b. **Premises contamination.** Necessary closure of your **covered premises** due to any sudden, accidental and unintentional contamination or impairment of the **covered premises** or other property on the **covered premises** which results in clear, identifiable, internal or external visible symptoms of bodily injury, illness, or death of any person(s). This includes **covered premises** contaminated by **communicable disease**, Legionnaires' disease, but does not include premises contaminated by other **pollutants** or **fungi**.
- c. **Contaminated food.**
 - (1) Closure of your **covered premises** by order of a Board of Health because of discovery or suspicion that contaminated food has been served to patrons at your **covered premises**; or
 - (2) Announcement by either you or any government body warning the public of a health hazard at your **covered premises** because of either the discovery or the suspicion that contaminated food has been served to your patrons.
- d. **Specified felonies.** The following felonies, whether committed, attempted, or threatened on your **covered premises**
 - (1) Child abduction or kidnapping. The wrongful and illegal seizure of a child under age ten (10) from your **covered premises** by someone other than the child's parent or guardian;
 - (2) Stalking of one or more of your employees or customers;
 - (3) Sexual assault; or
 - (4) Criminal use of a firearm.

- c. **Other crisis incidents.** When one of the following causes occurs at your **covered premises**
- (1) explosion;
 - (2) fire;
 - (3) construction accident;
 - (4) equipment failure; or
 - (5) workplace accident.
- and results in significant adverse regional or national news media coverage of you.
2. **Covered premises** means that part of the location you occupy which is covered by this policy including the area within 100 feet thereof. If your **covered premises** are comprised of more than one location, then **covered premises** only refers to the location at which the **covered crisis event** occurred.
3. **Communicable disease** means any disease or any related or resulting diseases, viruses, complexes, symptoms, manifestations, effects, conditions, or illnesses.
4. **Crisis event business income** means the:
- a. Net income (net profit or loss before income taxes) that would have been earned or incurred before the **covered crisis event**; and
 - b. continuing normal operating expenses incurred, including payroll.
- For manufacturing risks, this includes the net sales value of production.
- For all risks, this includes **rental value**.
5. **Crisis event extra expense** means necessary expenses you incur during the **crisis event period of restoration** that you would not have incurred if there had been no **covered crisis event** at your **covered premises**. **Crisis event extra expense** does not include **crisis response communication cost** or the payment of ransom money paid, directly or indirectly to actual, alleged or threatened perpetrators of a **covered crisis event** or any reward relating to such persons.
6. **Crisis event period of restoration** means the period of time that:
- a. Begins:
 - (1) After the Waiting Period Deductible in the Schedule for Crisis Event Business Income coverage following the date of the **covered crisis event** at your **covered premises**; or
 - (2) With the date of the **covered crisis event** at your **covered premises** for Crisis Event Extra Expense Coverage, and
 - b. Ends on the date when the **operations** at your **covered premises** should be returned to the condition that would have existed had the **covered crisis event** not occurred using reasonable speed.
7. **Crisis event response communication cost** means reasonable fees and costs you incur for the services of a Public Relations or similar Professional Communications Organization in assisting or advising you to minimize negative publicity and restore or otherwise positively communicate your image following the **covered crisis event**. This does not include time or expenses incurred by your employees in your in-house Public Relations or Communications Department that is not directly related to the **covered crisis event**.
8. **Fungi** means any type or form of fungus, including but not limited to fungus, mildew, mold or resulting spores and byproducts, including mycotoxins or allergens. However, **fungi** does not include **fungi** for human ingestion.
9. **Operations** means:
- a. Your business activities occurring at the **covered premises**; and
 - b. The tenantability of the **covered premises** for **rental value**.
10. **Post crisis event expense** means reasonable and necessary expenses incurred by your employee(s), customers or other individuals who were physically on the **covered premises** at the time the **covered crisis event** occurred for:

- a. Medical treatment;
- b. Psychological counseling or other mental health treatment; or
- c. Travel to or from a place of treatment for such treatments,

the need for which arises out of the **covered crisis event**.

Post crisis event expense also means funeral expenses for the burial of employee(s), customers or other individuals who were physically on the **covered premises** at the time the **covered crisis event** occurred and die as a result of the **covered crisis event**, and for travel expenses for the deceased individual(s)' family(ies) to attend such funeral(s). **Post crisis event expense** does not include expenses, which are paid directly or indirectly, to the person(s) who threatened, perpetrated or participated in the **covered crisis event** or their families.

- 11. **Rental value** means Business Income that consists of:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the **covered premises** as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
- b. Continuing normal operating expenses incurred in connection with that premises, including:
 - (1) Payroll; and
 - (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.

12. **Suspension** means:

- a. The slowdown or cessation of your business activities; or
- b. That a part or all of the **covered premises** is rendered untenable.

Property-Gard Restaurant Plus Extension Endorsement - 143626 06 05

Policy Amendment(s) Commercial Property

Insured: SOLO I O, LLC

Policy Number: S 17 MZX 80978056

Producer: ALLIANT INSURANCE SERVICES

Effective Date: 04-22-17

This endorsement modifies insurance provided under the following:

Property-Gard Building and Personal Property Coverage Form

Cause of Loss Form

Business Income Coverage Form (and Extra Expense)

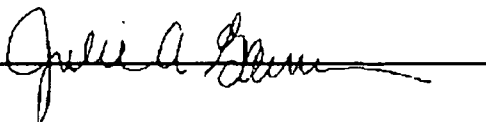
Schedule

Coverage Description	Limit Of Insurance
Fire Department Service Charge	\$ 25,000
Money, Checks And Stamps	\$ 25,000
Money Orders And Counterfeit Paper Currency	\$ 25,000
Spoilage	\$ 25,000
Fire Protective Equipment	\$ 25,000
Fine Arts	\$ 25,000
Electronic Data Processing Equipment	\$ 25,000
Foundations	Included
Property In Transit	\$ 25,000
Fidelity, Forgery Or Alteration - Limited	\$ 10,000
Each Occurrence	\$ 10,000
All Occurrences During The Policy Period	\$ 25,000
Arson Reward	\$ 10,000
Newly Acquired Property	\$ 1,000,000
Property Of Others	\$ 50,000
Valuable Papers And Records	\$ 50,000
Property Off Premises	\$ 25,000
Outdoor Property: Trees, Shrubs, Plants And Lawns	\$ 25,000
Accounts Receivable	\$ 25,000
Contaminated Food	
Costs	\$ 25,000
Time Element	\$ 25,000
Temporary Properties	\$ 25,000
Sign And Glass Coverage	\$ 25,000
Broadened Premises Coverage	Included
Extra Expense, Expediting Expense and	
Loss Adjustment Expense	\$ 50,000
Business Income - Extended Period of Indemnity 180 days	Included

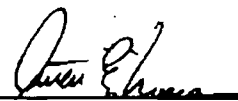
This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



Deductible: \$250 \$500 \$1,000 Policy Deductible

If The Declarations Show You Have Business Income Coverage(s):

Income Support Properties	\$ 250,000
Off Premises Services	\$ 100,000
Off Premises Special Event Cancellation	\$ 50,000

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Unless specifically and expressly provided for herein, the coverage granted by this Endorsement does not provide nor will it invoke coverage for loss of use, loss of business income, loss of rental income, extra expense, or consequential loss of any kind or nature. Coverage for any loss of use, loss of business income, loss of rental income or extra expense, if specifically provided under the policy, will be solely governed by the conditions of the relevant business income, rental income, or extra expense form(s).

A. Section A.4. of the Property-Gard Building and Personal Property Coverage Form, Additional Coverages, is amended as follows:

c. Fire Department Service Charge

The most we will pay any one person under this Additional Coverage is the Limit of Insurance shown in the Schedule that applies to this Endorsement Part for Fire Department Service Charge.

No deductible applies to this Additional Coverage.

f. Money, Checks and Stamps

The most we will pay for loss to **money**, checks and stamps is the Limit of Insurance shown in the Schedule that applies to this Endorsement Part for Money, Checks and Stamps.

g. Money Orders and Counterfeit Paper Currency

The most we will pay for loss under this Money Orders and Counterfeit Paper Currency Additional Coverage is the Limit of Insurance shown in the Schedule that applies to this Endorsement Part for Money Orders and Counterfeit Paper Currency.

B. Section A.4. of the Property-Gard Building and Personal Property Coverage Form, Additional

Coverages, is amended to include the following Additional Coverages:

h. Spoilage

- (1) We will pay for direct physical loss or damage to your perishable stock at covered locations caused by or resulting from:
 - (a) Mechanical breakdown or failure of refrigerating, cooling or humidity control apparatus or equipment which are owned or used by you;
 - (b) Contamination by the refrigerant;
 - (c) Complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control, except as identified in (2), below.
- (2) We will not pay for loss or damage caused by or resulting from:
 - (a) The disconnection of any refrigerating, cooling or humidity control system from the source of power.
 - (b) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
 - (c) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.
 - (d) The inability of an Electric Utility Company or any other power source to provide sufficient power due to lack of fuel or government order.

(e) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

(f) Failure to use reasonable care to maintain all refrigerating, cooling or humidity control systems in proper operating condition.

Perishable stock means personal property maintained under controlled conditions for its preservation and susceptible to loss or damage if the controlled conditions change.

The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Schedule that applies to this Endorsement Part for Spoilage.

i. Fire Protective Equipment

We will pay your costs to:

- (1) Recharge or refill your fire protective equipment; and
- (2) Clean up and remove the fire extinguishing agent resulting from the discharge of a fire extinguishing agent from fire protective equipment.

The discharge must:

- (1) Be caused by a **covered cause of loss**;
- (2) Result from the intended operation of the fire protective equipment to prevent or control a **covered cause of loss**;
- (3) Be accidental; or
- (4) Result from a malfunction of the fire protective equipment.

We will not pay for loss or damage:

- (1) If you fail to use reasonable care to maintain the fire protective equipment in proper operating condition; or
- (2) Caused by discharge at the time of servicing, refilling or testing of the fire protective equipment.

The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Schedule that applies to this

Endorsement Part for Fire Protective Equipment.

No deductible applies to this Additional Coverage.

j. Fine Arts

We will pay for loss or damage to your fine arts and fine arts owned by others but in your care, custody or control at covered locations. We cover such property against direct physical loss or damage from a cause of loss we cover applying to your business personal property at the location.

Fine arts means property that is rare or of artistic or historic value.

The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Schedule that applies to this Endorsement Part for Fine Arts.

k. Electronic Data Processing Equipment

We cover your **Electronic Data Processing Equipment and Software**, including **Data and Media**, unused **Media**, and **Computer Programs**. We cover only such property that you own, or which others own which is under your control and for which you are liable.

Covered property described above does not include **Voice Communication Systems** unless coverage has been added to this policy by endorsement.

We cover such property against the following additional causes of loss.

- (1) Loss or damage caused by **Mechanical Breakdown** or malfunction of **electronic data processing equipment**. This includes loss caused by any change in the electric power supply, such as interruption, power surge or brown out, wherever it may originate.
- (2) Electrical injury or disturbance to electrical appliances, devices, fixtures, wiring or other electrical or electronic equipment caused by electrical currents artificially generated. This will include short-circuit, blowout, electrical or magnetic injury or disturbance or other electrical damage to equipment including

wiring and **Data** and **Media**. This includes any accidental erasure of **Data** caused by electrical or magnetic injury or operator or programmer error.

- (3) Loss to the data processing equipment and **Media** caused by change of temperature or humidity or by the interruption of power, heat, air conditioning, or refrigeration. This will include loss to data processing equipment that results from corrosion and rust. The change of temperature or humidity, interruption of power, heat, air conditioning or refrigeration, corrosion or rust must result from a **covered cause of loss**.

The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Schedule that applies to this Endorsement Part for Electronic Data Processing Equipment.

l. Foundations - Additional Coverage

If the Declarations show you have Business Real Property Coverage, we will pay for loss to:

- (1) Foundations of covered buildings, structures, machinery and boilers, and
- (2) Foundations of equipment and machinery, whether above or below ground.

Item A.2., Property Not Covered, part c. is deleted.

The Policy Deductible applies to this extension of coverage.

m. Property in Transit

We cover your covered personal property, and the property of others for which you are liable while such property is in transit:

- (1) In, on, connected to or being towed by a **vehicle** you own, operate or lease; or
- (2) In the custody of carriers for hire.

We cover such property against loss from a cause of loss we cover applying to your business personal property.

The most we will pay for loss or damage to property in transit is the Limit of Insurance shown in the Schedule that applies to this Endorsement Part for Property in Transit.

n. Employee Theft - Limited and Forgery or Alteration - Limited

(1) Employee Theft - Limited

We will pay for loss of or damage to **money, securities and other property** resulting directly from **theft** committed by an **employee**, whether identified or not, acting alone or in collusion with other persons.

(2) Forgery or Alteration - Limited

We will pay for loss resulting directly from **forgery** or **alteration** of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in **money** that are:

- (a) Made or drawn by or drawn upon you; or
- (b) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

(3) The following exclusions apply to Employee Theft - Limited and Forgery or Alteration - Limited:

- (a) Loss resulting from **theft** or any other dishonest act committed by:
- (i) You; or
- (ii) Any of your partners or **members**;

whether acting alone or in collusion with other persons.

- (b) Loss resulting from **theft** or any other dishonest act committed by any of your **employees, managers, directors, trustees** or authorized representatives:

- (i) Whether acting alone or in collusion with other persons; or

- (ii) While performing services for you or otherwise;

except when covered under Employee Theft - Limited.

- (c) Loss that is an indirect result of any act or **occurrence** covered by Employee Theft - Limited and Forgery or Alteration - Limited, including but not limited to, loss resulting from:
 - (i) Your inability to realize income that you would have realized had there been no loss of or damage to **money, securities or other property**.
 - (ii) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under Employee Theft - Limited and Forgery or Alteration - Limited.
 - (iii) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under Employee Theft - Limited and Forgery or Alteration - Limited.
- (d) Expenses related to any legal action.
- (4) The following exclusions apply to Employee Theft - Limited:
 - (a) Loss caused by any **employee** of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
 - (b) Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (i) An inventory computation; or
 - (ii) A profit and loss computation.

However, where you establish wholly apart from such computations that

you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

- (c) Loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account.
- (d) Loss resulting from fraudulent or dishonest signing, issuing, canceling or failing to cancel, a warehouse receipt or any papers connected with it.
- (5) The following Conditions apply in addition to the Common Policy Conditions:
 - (a) This insurance is cancelled as to any **employee**:
 - (i) Immediately upon discovery by:
 - a. You; or
 - b. Any of your partners, **members, managers, officers, directors or trustees** not in collusion with the **employee**; of **theft** or any other dishonest act committed by the **employee** whether before or after becoming employed by you.
 - (ii) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
 - (b) We will pay only for loss that you sustain through acts committed or events occurring during the policy period shown in the Declarations and discovered by you:
 - (i) During the policy period; or

- (ii) No later than 1 year from the date of termination or cancellation of this insurance. However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by you replacing in whole or in part the insurance afforded hereunder, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

(c) If any loss is covered:

- (i) Partly by this insurance; and
- (ii) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay are the Limits of Insurance shown under item n.(7) below.

Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or policy period to policy period.

(d) The property covered under this insurance is limited to property:

- (i) That you own or lease;
- (ii) That you hold for others; or
- (iii) For which you are legally liable, except for property inside the premises of a **client** of yours

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

- (e) We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

(6) The following coverage clauses do not apply to this Extension of Coverage:

- (a) Extra Expense and Expediting Expense;
- (b) Loss Adjustment Expense;
- (c) Business Income Coverage Form (and Extra Expense) - CP0030.

(7) Limit Of Insurance

- (a) The most we will pay for loss, damage, or expense in any one **occurrence** under this Extension of Coverage is the Each Occurrence Limit of Insurance shown in the Schedule of this Endorsement applicable to Employee Theft - Limited and Forgery or Alteration - Limited.
- (b) The most we will pay for loss, damage, or expense in all **occurrences** in any one policy period under this Extension of Coverage is the All Occurrences Each Twelve Month Period Limit of Insurance shown in the Schedule of this Endorsement applicable to Employee Theft - Limited and Forgery or Alteration - Limited.

o. Arson Reward

If covered property sustains loss or damage caused by or resulting from fire, and the origin of such fire is determined to be arson, we will pay a reward to the person or persons who provide information that leads to the arrest and conviction (for the crime of arson) of the individuals responsible for the ignition of the fire.

The most we will pay any one person under this Additional Coverage is the Limit of Insurance shown in the Schedule that applies to this Endorsement Part for Arson Reward.

No deductible applies to this Additional Coverage.

C. Section A.5. of the Property-Gard Building and Personal Property Coverage Form, Coverage Extensions, is amended as follows:

a. Newly Acquired Property

The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Schedule that applies to this Endorsement Part for Newly Acquired Property whether the loss occurs to real or personal property or both. Under paragraph a.(1), 120 days is replaced by 180 days.

b. Property of Others

The most we will pay for loss or damage to the **property of others** under this Coverage Extension is the Limit of Insurance shown in the Schedule that applies to this Endorsement Part for Property of Others.

We will not pay, however, for loss or damage to any vehicle including its equipment and accessories, or any property contained in or on a vehicle.

c. Valuable Papers and Records

The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Schedule that applies to this Endorsement Part for Valuable Papers and Records.

d. Property Off Premises

Our limit of liability for this Coverage Extension is the Limit of Insurance shown in the Schedule that applies to this Endorsement Part for Property Off Premises.

e. Outdoor Property: Trees, Shrubs, Plants and Lawns

Our limit of liability in any one loss is increased to \$1,000 for any one tree, shrub or plant.

The most we will pay in any one occurrence for all loss or damage to outdoor property under this Coverage Extension is the Limit of Insurance shown in the Schedule that applies to this Endorsement Part for Outdoor Property: Trees, Shrubs, Plants and Lawns.

g. Accounts Receivable

This Coverage Extension is amended to include credit card invoice records of balances. The most we will pay for loss or damage under this Accounts Receivable Coverage Extension is the Limit of Insurance shown in the Schedule that applies to this Endorsement Part for Accounts Receivable.

D. Section A.5. of the Property-Gard Building and Personal Property Coverage Form, Coverage Extensions, is amended to include the following additional coverages:

h. Contaminated Food

(1) If a Board of Health orders your premises closed; or

(2) Either you or any government body makes an announcement warning the public of a health hazard because of either the discovery or the suspicion that contaminated food has been served to your patrons at a location described in the Declarations;

(3) We will pay:

(a) your cost to clean your equipment per local Board of Health requirements;

(b) your cost to replace consumable goods declared contaminated by the local Board of Health;

(c) the cost of necessary medical tests and vaccines for infected employees.

(d) your actual expenses to reimburse patrons for reasonable doctor's care, medical tests and hospitalization, made necessary by their actual or suspected consumption of contaminated food at a covered location.

Our limit of liability for this coverage is the limit of insurance shown in the schedule that applies to this endorsement for Contaminated Food - Costs.

If the Declarations show you have Business Income Coverage under Form CP0030, we will pay for:

- (1) the actual loss of **business income** at the affected location(s) described in the Declarations;
- (2) paid leave for all employees until the site has been cleared by the local Board of Health for reopening and
- (3) extra advertising cost to restore your reputation.

Our limit of liability for this coverage is the limit of insurance shown in the schedule that applies to this endorsement for Contaminated Food - Time Element.

i. Temporary Properties

We will pay for direct physical loss or damage to personal property, such as bleachers, pavilions, platforms or awnings, which you erect for temporary use during the course of your business operations. However, we will only pay for such loss or damage if it results from a cause of loss we cover, and the property damaged is at a covered location.

Our limit of liability for this coverage is the limit of insurance shown in the schedule that applies to this endorsement for Temporary Properties.

This Coverage Extension does not apply to loss or damage caused directly or indirectly by **flood** or earth movement.

j. Sign and Glass Coverage

If you occupy a location that you do not own, we cover the signs and glass that you use in **your business** at a covered location. Sign and glass coverage includes:

- (1) Lettering and ornamentation;
- (2) Signs or glass that are on the exterior of the insured **premises**; and
- (3) Signs or glass that are on the exterior of the insured **premises** but which is interior to an enclosed structure.

We will cover such signs and glass for direct physical loss or damage from any **covered cause of loss** applying to your Business Personal Property.

We will not pay for loss of or damage to any sign or glass at any location at which you are required by lease or other contract to insure the Business Real Property, except where such lease or other contract specifically requires you to insure the exterior signs at the location.

The most we will pay for loss or damage in any one occurrence under this Coverage Extension, regardless of the number of signs or panes of glass lost or damaged, is the Limit of Insurance shown in the Schedule that applies to Sign and Glass Coverage.

This Coverage Extension shall apply only as excess insurance over any insurance provided by or for the building owner, whether or not any proceeds under any such policy are collectible.

k. Broadened Premises Coverage

- (1) The **within 100 feet of the described premises** limit stated in Paragraph A.1.a.(5), Business Real Property and Paragraph A.1.b., **Your Business Personal Property** is deleted and replaced by **within 1000 feet of the described premises**.

- (2) The last sentence of Paragraph A.1.b.(2), **Property at Locations not Specifically Identified** is deleted and replaced by the following: We only cover such property while it is anywhere within the **policy territory**.

l. Extra Expense, Expediting Expense and Loss Adjustment Expense

This Coverage Extension includes the extra costs incurred for professional services conducted by auditors, accountants, architects and engineers to prepare inventories and other loss data for completing your proof of loss. This is not additional insurance. We will not pay, however, for the additional cost of an appraiser in the event we and you disagree on the value of the property or the amount of loss.

Our limit of liability for this coverage is the limit of insurance shown in the schedule that applies to this endorsement for Extra Expense, Expediting Expense and Loss Adjustment Expense.

m. **Business Income - Extended Period of Indemnity**

If the Declarations show you have Business Income Coverage under Form CP0030, paragraph (2)b. of Section A.3.d., Extended Business Income, is deleted and replaced with the following:

- (b) 180 consecutive days after the date determined in (1) above.

E. **Deductible**

For those coverages to which this endorsement applies, we will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the above Schedule. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable limit of insurance.

If

1. The deductible shown in the schedule is **Policy Deductible**, or
2. No deductible amount is shown on the above schedule,

then, in either event, the deductible applicable to Personal Property of the Property-Gard Building and Personal Property Coverage Form to which this endorsement is attached shall apply to this endorsement.

If more than one deductible is applicable under this Property-Gard policy, we will only apply the highest amount that is applicable.

F. If the Declarations show you have Business Income Coverage, the following are added to Section A.3., Additional Coverages of the Business Income Coverage Form (and Extra Expense):

c. **Income Support Properties**

We will pay the actual loss of business income you sustain resulting from a reduction in your **operations** at the locations described in the declarations of this policy due to direct physical loss at the premises of an **income support property** not described in the declarations caused by or resulting from any **covered cause of loss**.

Our limit of liability for this coverage is the limit of insurance shown in the schedule that applies to this endorsement for Income Support Properties.

f. **Off Premises Services**

A. **Coverage**

We will pay for loss of Business Income at the location(s) described in the schedule in the Declarations of this policy caused by the interruption of service to a covered location. The interruption must result from direct physical loss or damage by a **covered cause of loss** to the following property not on the premises described in the Declarations of this policy.

- (1) Water supply services, meaning the following property supplying water to a covered location:

- a. Pumping stations and
- b. Water mains.

- (2) Communication supply services, meaning the following property supplying telephone, radio, microwave or television services to a covered location:

- a. Communication transmission lines;
- b. Coaxial cables; and
- c. Microwave radio relays, except satellites.

Communication supply services do not include overhead transmission lines or telephone, fax or similar systems owned by franchisers, referral systems or other services upon whom you depend for reservations.

- (3) Power supply services, meaning the following types of property supplying electricity, steam or gas to a covered location:

- a. Utility generating plants;
- b. Switching stations;
- c. Substations;

d. Transformers; and

e. Transmission lines.

Power supply services do not include overhead transmission lines.

B. Deductible and Limit of Insurance

We will only pay for loss you sustain after the first twenty four (24) hours following the loss of service by direct physical loss or damage to the off-premises services described above.

The most we will pay for this coverage is the limit of insurance shown in the schedule that applies to this endorsement for Off Premises Services.

The Limit of Insurance for this Additional Coverage is included within but does not increase the Limits of Liability for Business Income.

g. Off Premises Special Event Cancellation

We will pay the actual loss of **business income or rental value** you sustain if a **special event**, not at a covered location, is canceled due to direct physical damage to property anywhere in the coverage territory, but only if the property damage is caused by a **covered cause of loss**.

The amount we pay will be reduced by any income you receive from the use, in whole or in part, of any space reserved for a special event that has been canceled.

The most we will pay for any one loss under this coverage is the Limit of Insurance shown in the Schedule above for this Off Premises Special Event Cancellation coverage.

Cause Of Loss Form Special Exclusion B.4.a.(3)(b) does not apply to Off Premises Special Event Cancellation coverage.

For the purpose of this coverage, property damaged does not include property belonging to any supplier of water services, communication services or power services.

G. Valuation

The following is added to Section E.7., Valuation, of the Property-Gard Building and Personal Property Coverage Form (142000).

f. **Electronic Data Processing Equipment** and component parts owned by you will be valued at the actual replacement cost (without deduction for depreciation) of the property at the time the loss or damage occurs. The amount of loss or damage shall be ascertained or estimated, on the basis of the actual replacement cost of property, identical to yours, at the time and place of the loss. When the replacement, with identical property is impossible or unnecessary, the amount of loss will be based upon the cost to replace the property with similar property, intended to perform the same functions.

g. **Property Of Others** will be valued at replacement cost, but we will not pay more than the amount for which you are liable.

h. **Software, Data, Media, or Computer Programs** will be valued at the actual cost of reproduction, provided that the **Software, Data or Computer Programs** are replaced or reproduced. If the **Software, Data or Computer Programs** are not replaced, we will only pay for blank **Media** similar to that on which the **Data or Computer Programs** were recorded.

With respect to **Media**, we will pay the actual cost to repair or replace the property with material of the same kind or quality.

H. Additional Definitions

The following are added to Section H. Definitions:

12. **Data** means facts, concepts or instructions which are converted to a form usable in your data processing operation, including **Computer Programs**.

13. **Computer Programs** means data used to direct the computer equipment, including diagrams or other records which can be used to reproduce programs.

14. **Electronic Data Processing Equipment** means machines, or a network of machines, including component parts and related equipment, whose function is the acceptance and

processing of **Data** in accordance with a plan or **Computer Programs**.

15. **Income support property** means a tourist attraction, such as theme or amusement park, a sporting facility, a zoo, aquarium, or museum operated by others on whom you depend to attract customers to your business.

16. **Media** means materials upon which **Data** are recorded and stored.

17. **Special event** means any convention, conference, banquet, seminar, wedding, party or other public or private event, gathering or group meeting for which you have reserved space, and/or contracted for food, equipment or other supporting material or services away from your premises, but within the coverage territory of the policy to which this endorsement is attached.

18. **Voice Communication Systems** means telephone systems, telephone switchgear including operating programs and related **Software**, voice terminals, telephone circuit packs, and other such equipment and component parts whose function is the transmission of voice communications.

19. The Definitions below apply to Employee Theft or Forgery or Alteration coverage provided by this endorsement:

a. **Client** means any entity for whom you perform services under a written agreement.

b. **Employee:**

Employee means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you;

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent **employee** as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the **premises**

(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above;

(4) **Employee** does not mean:

(a) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any **manager**, director or trustee except while performing acts coming within the scope of the usual duties of an **employee**.

c. **Forgery** means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

d. **Manager** means a person serving in a directorial capacity for a limited liability company.

e. **Member** means an owner of a limited liability company represented by its membership interest, who also may serve as a **manager**.

f. **Money** means:

(1) Currency, coins and bank notes in current use and having a face value; and

(2) Travelers checks, register checks and money orders held for sale to the public.

g. **Occurrence** means:

(1) As respects Employee Theft, all loss caused by, or involving, one or more **employees**, whether the result of a single act or series of acts.

(2) As respects Forgery Or Alteration, all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

h. **Other property** means any tangible property other than **money** and **securities** that has intrinsic value but does not include any property excluded under

Employee Theft - Limited and Forgery or Alteration - Limited.

i. **Securities** means negotiable and nonnegotiable instruments or contracts representing either **money** or property and includes:

(1) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

(2) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include **money**.

j. **Theft** means the unlawful taking of **money**, **securities** or **other property** to the deprivation of the insured.

This endorsement is otherwise subject to all terms, conditions, provisions, and stipulations of the policy to which it is attached.

Earthquake Sprinkler Leakage Endorsement - 143637 04 08

Policy Amendment(s) Commercial Property Coverage

I. Coverage

- A. If this Endorsement is attached to the Property-Gard Building and Personal Property Coverage Part - 142000, then we will pay for direct physical loss or damage to Covered Property caused by or resulting from **Earthquake Sprinkler Leakage** at the **premises** described in the Schedule of this Endorsement.
- B. 1. If this Endorsement is attached to the Property-Gard Select Real and Personal Property Coverage Section - 190001, then we will pay for direct physical loss or damage to Property Insured caused by or resulting from **Earthquake Sprinkler Leakage** at the **premises** described in the Schedule of this Endorsement.
2. Exclusion D.I.d. of the Property-Gard Select Real and Personal Property Coverage Section - 190001 is deleted and replaced with the following:
- d. Earth Movement
- Any natural or man-made earth movement (other than sinkhole collapse), such as earthquake, landslide, subsidence or earth sinking, rising or shifting. But if loss or damage from fire or explosion results, we will pay for that resulting loss or damage.
- C. If the Declarations show you have Business Income, Business Income with Extra Expense, Extra Expense, or Expediting Expense Coverage, then we will pay for the actual loss of **business income, rental value, or necessary extra expense** or expediting expense that you sustain due to the necessary full or partial suspension of operations during the **period of**

restoration. The suspension must be caused by direct physical loss or damage caused by or resulting from **Earthquake Sprinkler Leakage** at the **premises** described in the Schedule of this Endorsement.

II. Exclusions or Limitations of Coverage

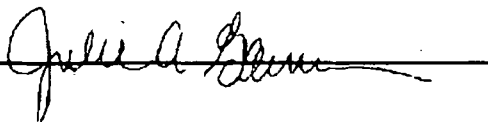
A covered **Earthquake Sprinkler Leakage** event does not create, nor will it invoke coverage for the loss of **business income, rental value, extra expense, expediting expense, or consequential loss** of any kind or nature provided elsewhere under this Coverage Section or Policy, except as provided by this Endorsement under Earthquake Sprinkler Leakage Coverage.

III. Deductible

- A. With respect to the coverage provided by this Endorsement, the deductible(s) stated in the Schedule of this Endorsement, or in the Declarations applicable to this Endorsement, supersedes any other such deductible contained elsewhere in this policy. No other deductible applies to coverage provided by this Endorsement.
- B. The deductible(s) stated in the Schedule of this Endorsement, or in the Declarations applicable to this Endorsement, apply to each **occurrence**.
- C. We will not pay for loss or damage in any one **occurrence** until the amount of covered loss or damage exceeds the deductible indicated in the Deductible Schedule of this Endorsement. We will then pay the amount of covered loss or damage in excess of the deductible, up to the applicable Blanket Per Occurrence Limit(s) of Insurance or the Per Occurrence Sublimit(s) of Insurance stated in the Schedule of this Endorsement.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary



President



D. If loss or damage is caused by **Earthquake Sprinkler Leakage** and subsequent loss or damage is caused by a covered Cause of Loss, such as fire or explosion, by means of an exception to the Earth Movement Exclusion, then the only applicable deductible provisions that apply are those stated in this Endorsement.

E. If no deductible is stated in the Schedule of this Endorsement, or in the Declarations applicable to this Endorsement, then the deductible(s) stated in the Declarations apply to coverage provided under this Endorsement.

F. Property Damage Deductibles

1. If the Deductible stated in the Schedule of this Endorsement is a dollar deductible amount, then the dollar amount is the sum we will subtract from covered loss or damage in any one **occurrence**.

2. a. If the Deductible stated in the Deductible Schedule of this Endorsement is a percentage deductible, then the sum we will subtract from covered loss or damage in any one **occurrence** will be a percentage of each covered item's **value**.

b. The deductible percentage applies separately to the total **value** of each of the following items:

- (1) Each building or structure;
- (2) The contents of each building or structure; and
- (3) Personal property in the open.

c. If a Minimum Deductible amount is stated in the Property Damage Deductible Schedule, then we will subtract at least the Minimum Deductible amount from the covered loss or damage you sustain in any one **occurrence**.

G. Business Income or Rental Value Deductibles

1. If the Deductible stated in the Schedule of this Endorsement is a dollar deductible amount, then the dollar amount is the sum we will subtract from a covered

Business Income loss in any one **occurrence**.

2. If the Deductible stated in the Schedule of this Endorsement is an hourly deductible, then we will not pay for the loss of **business income** or **rental value** in any one **occurrence** until the amount of covered Business Income loss exceeds the designated number of hours indicated in the Business Income or Rental Value Deductible Schedule of this Endorsement. We will then pay the amount of covered loss in excess of the deductible, up to the applicable Blanket Per Occurrence Limit(s) of Insurance or the Per Occurrence Sublimit(s) of Insurance stated in the Schedule of this Endorsement.

3. If a Minimum Deductible amount is stated in the Business Income or Rental Value Deductible Schedule, then we will subtract at least the Minimum Deductible amount from the covered Business Income loss you sustain in any one **occurrence**.

H. The deductibles stated in the Deductible Schedules of this Endorsement do not apply to **extra expense** coverage provided by this Endorsement.

IV. Limits of Insurance

A. Regardless of any other coverage or Limits of Insurance stated in this policy, the most we will pay for loss, damage, or expense including loss of **business income**, **rental value**, **extra expense**, expediting expense, or debris removal, in any one **occurrence** for a covered loss under this Endorsement is the applicable Blanket Per Occurrence Limit(s) of Insurance or the Per Occurrence Sublimit(s) of Insurance stated in the Schedule of this Endorsement.

B. The Per Occurrence Sublimits of Insurance shown in the Schedule are a part of, not in addition to the Blanket Per Occurrence Limit(s) of Insurance stated in the Schedule of this Endorsement. If the Schedule of this Endorsement shows the term **included** as a Per Occurrence Sublimit of Insurance, then coverage under this Endorsement is subject to

the applicable Blanket Per Occurrence Limit of Insurance.

C. If the Schedule of this Endorsement shows the term **included** as a Blanket Per Occurrence Limit of Insurance, then coverage under this Endorsement is subject to the applicable Limit of Insurance stated in the Declarations of this policy.

D. If the Schedule of this Endorsement shows a Blanket Per Occurrence Limit of Insurance in conjunction with a Per Occurrence Sublimit(s) of Insurance, then the Per Occurrence Sublimit(s) of Insurance stated in the Schedule is part of, and not in addition to the Blanket Per Occurrence Limit(s) of Insurance.

V. Coinsurance

The Coinsurance Provisions do not apply to this endorsement.

VI. Additional Definitions

The following terms used in this Endorsement, the Schedule of this Endorsement, or in the Declarations applicable to this Endorsement, are defined as follows:

A. **Earth Movement** means any natural earth movement, such as but not limited to the sinking, rising, shifting, expanding or contracting of earth; **earthquake**; volcanic eruption, explosion or effusion; landslide; avalanche; subsidence; mine subsidence; settling; or erosion. Earth movement does not mean or include:

1. Tsunami, tidal waves, or **flood**, whether or not directly or indirectly caused by earth movement; or
2. Any vibrations or earth movement caused by or resulting from human activity.

B. **Earthquake** means, tremors or vibrations within and upon the earth's crust caused by seismic displacement, rupture or creation of faults within the earth's crust that are associated with natural tectonic processes; or

volcanic eruption, explosion or effusion. **Earthquake** does not mean or include:

1. Tsunami, tidal waves, or **flood**, whether or not directly or indirectly caused by **earthquake**; or
2. Any vibrations or **earth movement** caused by or resulting from human activity.

C. **Earthquake Sprinkler Leakage** means the following:

1. If this Endorsement is attached to the Property-Gard Select Real and Personal Property Coverage Section - 190001, then **Earthquake Sprinkler Leakage** means leakage of any substance from **fire protective equipment** caused by or resulting from **earth movement**.
2. If this Endorsement is attached to the Property-Gard Building and Personal Property Coverage Section - 142000, then **Earthquake Sprinkler Leakage** means leakage of any substance from **fire protective equipment** caused by or resulting from **earthquake**.

D. **Fire Protective Equipment** means any wet, dry, chemical or gaseous fire suppression or extinguishing systems, including fire suppression supply tanks; supply lines; ducts or piping; pumps; private mains or hydrants; standpipes or outlets; and their component parts or supports; which you own, lease or rent from others.

E. **Occurrence** means all elements of loss, regardless of the number of locations involved, caused by or resulting from **earthquake** or **earth movement**, arising out of a single event that occurs within any 168 hour period. The expiration of this policy will not reduce the 168 hour period.

F. **Value** means the 100% value for each covered item at the time of loss and is based upon the valuation clause used in the Coverage Part, Coverage Section, or Policy.

VII. This policy is otherwise subject to all the terms, conditions, provisions and stipulations of the policy to which it is attached.

Restaurant Wine Collection Valuation Endorsement - 145942 09 04

Policy Amendment(s) Commercial Property

Insured: SOLO I O, LLC

Policy Number: S 17 MZX 80978056

Producer: ALLIANT INSURANCE SERVICES

Effective Date: 04-22-17

This endorsement modifies insurance provided under the following:**Property-Gard Building And Personal Property Form
Property-Gard Select Real And Personal Property Coverage Section
Standard Property Policy****Schedule**

Location Number	Limit of Insurance
	\$
	\$
	\$
	\$
	\$
	\$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Unless otherwise specifically stated, the limits of insurance shown in the Schedule are in addition to the limits of insurance stated elsewhere in this policy.

We will pay for loss or damage to your **restaurant wine collection** at the locations shown in the Schedule caused by or resulting from a cause of loss we cover applying to your business personal property. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Schedule.

In the event of loss or damage, we will determine the value of your **restaurant wine collection** at your selling price less discounts and expenses you otherwise would have had.

Restaurant wine collection is defined as stock held for sale in your restaurant consisting of wine, champagne,

sparkling wine, brandy or other bottled alcoholic beverages that are not readily replaceable with like kind and quality through normal distribution sources common in the industry.

Your selling price will be determined utilizing your pre-loss inventory records and mark-up procedures, or your pre-loss menu price for each item, whichever is less.


The deductible that applies to business personal property of the policy to which this endorsement is attached also applies to this endorsement.

Coinurance does not apply to this endorsement.

This endorsement is otherwise subject to all terms, conditions, provisions, and stipulations of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



**Restaurant Industry - Tips Included as Business Income Amendatory
Endorsement - 145946 06 05**

Policy Amendment(s) Commercial Property

This endorsement modifies insurance provided under the following:

Business Income Coverage Form - Extra Expense

Business Income - Without Extra Expense - Coverage Form

Property-Gard Select Endorsement - Business Income with Extra Expense

Unless otherwise specifically stated, the limits of insurance shown in the Schedule are in addition to the limits of insurance stated elsewhere in this policy.

If ordinary payroll is covered by the Business Income coverage form(s) attached to this policy, Business Income is amended to include:

Tip income of your employees:

(1) As reported to you by your employees; and

(2) Reported by you to the Internal Revenue Service

in accordance with Internal Revenue Service regulations.

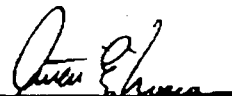
This endorsement is otherwise subject to all terms, conditions, provisions, and stipulations of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

Hospitality Industry Additional Coverage Extensions Endorsement 145947 06 05

Policy Amendment(s) Commercial Property

Insured: SOLO I O, LLC

Policy Number: S 17 MZX 80978056

Producer: ALLIANT INSURANCE SERVICES

Effective Date: 04-22-17

This endorsement modifies insurance provided under the following:

Property-Gard Building And Personal Property Form
Cause of Loss Form
Property-Gard Select Real And Personal Property Coverage Section
Standard Property Policy

Schedule

Coverage Description	Limit of Insurance
Contract Penalty Clause Coverage	\$25,000
Realty Tax - Increased Assessment	\$50,000
Communicable Disease Extra Expense	\$100,000
Unintentional Property Errors and Omissions	\$1,000,000

Deductible Applicable To All Coverages Contained In This Endorsement:

___ \$250 ___ \$500 ___ \$1,000 ___ Policy Deductible

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Unless specifically and expressly provided for herein, the coverage granted by this endorsement does not provide nor will it invoke coverage for loss of use, loss of business income, loss of rental income, or extra expense. Coverage for any loss of use, loss of business income, loss of rental income, or extra expense, if specifically offered within the policy, will be solely governed by the conditions of the relevant business income, rental income, or extra expense form.

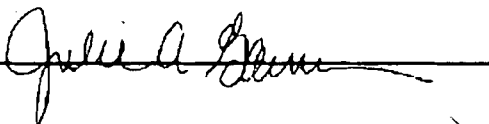
- I. If the Property-Gard Building and Personal Property Coverage Form and/or the Property-Gard

Select Real and Personal Property Coverage Section have been endorsed to your policy, the following is added to:


- A. Section A. 4., Additional Coverages, of the Property-Gard Building and Personal Property Coverage Form; and
- B. Section F, Extensions of Coverage, of the Property-Gard Select Real and Personal Property Coverage Section:

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



1. Contract Penalty Clause Coverage

- a. We will pay the contractual penalties you are required to pay to your customers as a result of any clause in a contract you enter into due to your failure to timely deliver your product or service according to the contract terms. The penalties must solely result from direct physical loss or damage by a Covered Cause of Loss to covered property which occurs after you enter into such contract.
- b. The most we will pay for loss or damage in any one occurrence under this coverage grant is the Limit of Insurance shown in the schedule that applies to this endorsement for **Contract Penalty Clause Coverage**.

2. Realty Tax Coverage - Increased Assessment

- a. If a **Covered Cause of Loss** results in direct physical loss or damage to covered property at a location described in the Declarations, we will reimburse you for the increased realty tax liability directly attributed to the repair, rebuilding, or reconstruction of the damaged property as covered by this policy.
- b. We will pay for such increased realty tax liability that is assessed within 2 years of a covered loss. However, we will only pay the first such increased assessment following any realty tax assessment that is insured under this coverage.
- c. The most we will pay for loss or damage under this coverage grant is the Limit of Insurance shown in the schedule that applies to this endorsement for **Realty Tax - Increased Assessment**.

3. Communicable Disease Extra Expense

- a. We will pay for the actual expense you incur due to a **communicable disease event** occurring at your **premises**. The extra expense must be the result of a **communicable**

disease event that has taken place at a covered location.

- b. We will not pay for any loss under this coverage grant that is, or is caused or arises directly or indirectly by or from any of the following:

- (1) A fine or penalty of any kind;
- (2) A loss, or an increase in or extra expense, that is caused by or results from the suspension, lapse or cancellation of any license, lease or contract;
- (3) The cost of replacing actual or suspected contaminated property from the insured location, or any other location;
- (4) Any loss otherwise excluded by an applicable exclusion to this policy.

- c. If this endorsement is attached to the Property-Gard Building And Personal Property Form, Exclusion B.2.d.(3), Disease, of the Cause of Loss Form does not apply as respects coverage provided under this additional coverage. However, we will not pay under this coverage grant if the expense is the result of any other event or action otherwise excluded under this policy.

- d. Such coverage as is available under this policy for expenses incurred due to a **communicable disease event** is provided only under this **COMMUNICABLE DISEASE EXTRA EXPENSE** coverage section. We will not pay for any expense, loss or costs arising out of or related to any actual expense you incur due to a **communicable disease event** under any other coverage, form, or endorsement that is a part of this policy, unless that coverage, form or endorsement expressly states that coverage is provided thereby for a actual expense you incur due to a **communicable disease event**.

- e. A covered **communicable disease event** is not a Covered Cause of Loss

in any Coverage Form or Coverage Section unless specifically added by another endorsement as a Covered Cause of Loss to that Coverage Form or Coverage Section.

- f. **Communicable Disease** means any disease caused by a biological agent that is transmitted directly or indirectly from one individual to another.
 - g. **Communicable disease event** means that an official public health authority has ordered your premises to be evacuated and disinfected due to the outbreak of a **communicable disease** at the covered location.
 - h. For purposes of this Coverage grant, Extra Expense is limited to:
 - (1) The actual expense you incur to evacuate the covered premises due to a **communicable disease event**; and
 - (2) The actual expense you incur to disinfect the covered premises of the **communicable disease**; and
 - (3) The actual expense you incur to test the covered premises to confirm disinfection of the **communicable disease**.
 - i. This Coverage grant does not create any Business Income coverage under any coverage form which provides coverage for Business Income.
 - j. The most we will pay under this coverage grant in any one occurrence is the Limit of Insurance shown in the Schedule that applies to this Endorsement for **Communicable Disease Extra Expense**.
 - k. All other provisions of this policy apply to this coverage grant.
4. Unintentional Property Errors and Omissions
- a. Any unintentional error or omission you make in determining and/or reporting values to us or in describing

the covered property or premises to us shall not void or impair coverage provided by this policy. You must however, report such errors or omissions to us in writing as soon as you discover them. You also agree to pay such additional premium as may be appropriate.

- b. This provision does not apply to loss or damage caused directly or indirectly by flood or earth movement or to property which is otherwise insured by this or any other insurance.
- c. The most we will pay under this coverage grant in any one occurrence is the Limit of Insurance shown in the Schedule that applies to this Endorsement for **Unintentional Property Errors And Omissions**.

II. Deductible

- 1. For those coverages to which this endorsement applies, we will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the above Schedule. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable limit of insurance.
- 2. If
 - a. The deductible shown in the schedule is **Policy Deductible**, or
 - b. No deductible amount is shown on the above schedule.

the deductible applicable to Coverage Form or Coverage Section to which this endorsement is attached shall apply to coverage provided by this endorsement.
- 3. If more than one deductible is applicable under this endorsement and the Coverage Form or Coverage Section to which this endorsement is attached, we will only apply the highest deductible amount that is applicable.

This endorsement is otherwise subject to all terms, conditions, provisions, and stipulations of the policy to which it is attached.

Event Cancellation and Postponement Expense Reimbursement Endorsement 145951 01 06

Policy Amendment(s) Commercial Property Coverage

Insured: SOLO I O, LLC

Policy Number: S 17 MZX 80978056

Producer: ALLIANT INSURANCE SERVICES

Effective Date: 04-22-17

This endorsement modifies insurance provided under the following:

Business Income Coverage Form (and Extra Expense) CP 00 30

Property-Gard Select Endorsement - Business Income With Extra Expense Coverage 190004

Schedule

Limit per Event: \$

Annual Aggregate: \$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following Additional Coverage is added to the Business Income Coverage Form (and Extra Expense) CP 00 30 and the Property-Gard Select Endorsement - Business Income With Extra Expense Coverage 190004:

Event Cancellation and Postponement Expense Reimbursement

A. We will cover:

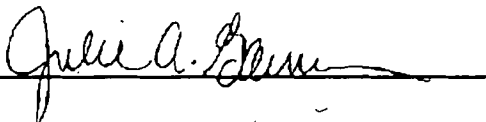
1. The non-refundable expenses, (less revenue already generated from the **Covered Special Event**), you have incurred in connection with a **Covered Special Event** at a scheduled location as shown in the Declarations that applies to this policy, if it must be cancelled

or postponed as a result of one of the following:

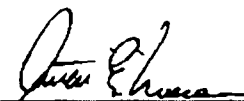
- a. Failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises. The failure of service does not include failures caused by damage to overhead transmission lines.
- b. Acts of civil authority that prevent access to the described premises.
- c. Demonstrations involving violence or the threat of violence against persons or property associated with the **Covered Special Event**.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



d. Non-appearance of **honoree** or **key attendees** due to death, illness requiring the care of a physician, or accident that results in injuries that prevent the honoree or key attendees from attending the **Covered Special Event**.

e. **Flood**, earthquake, volcanic eruption, hurricane, tidal waves, tornado, typhoon, cyclone, **blizzard** or windstorm with winds in excess of 65 mph as determined by the National Weather Service, which:

(1) Prevents the **honoree**, **key attendees**, or the majority of the guests or participants from reaching the described premises where the **Covered Special Event** is to take place; or

(2) Damage the described premises where the **Covered Special Event** is to take place, preventing use of such premises for the event and you have made all reasonable efforts to find another place to hold the event.

2. The following additional reasonable and necessary expenses that you incur in order to prevent the cancellation of a **Covered Special Event**:

a. Expenses you incur to arrange alternative services for the **Covered Special Event**; and

b. Expenses you incur to hire another comparable site to hold the **Covered Special Event**, however, if a comparable site is not available, we will pay the additional necessary expenses to hire an alternative site that is closest in size and function to the premises described in the Declarations.

B. 1. The most we will pay under this Additional Coverage, whether the expense was due to cancellation, postponement, arranging alternative services or hiring a comparable or alternate site, or any combination thereof, is the Limit per Event Limit of Insurance shown in the Schedule that applies to this Endorsement.

2. The most we will pay in any one policy period under this Additional Coverage, whether the expense was due to cancellation, postponement, arranging alternative services or hiring a comparable or alternate site, or any combination thereof is the Annual Aggregate Limit of Insurance shown in the Schedule that applies to this Endorsement.

3. The Annual Aggregate Limits of Insurance shown in the Schedule will be increased in proportion to any policy extension provided in accordance with a Notice of Non-Renewal or Conditional Renewal, provided, however, that if the first Named Insured elects to accept the terms and conditions and rates of the conditional renewal notice, a new annual aggregate limitation shall become effective as of the inception date of the renewal.

4. No deductible applies to this Additional Coverage.

C. Proof of Loss

In the event of a cancellation of a **Covered Special Event**, you shall provide receipts or other documents to prove expenses incurred prior to the cancellation and any additional expenses as described in A.2.a. and A.2.b. above.

D. Definitions

1. **Blizzard** means a snowstorm with winds blowing at a minimum speed of 35 miles per hour and visibility of less than one-quarter mile for 3 hours as determined by the National Weather Service.

2. **Covered Special Event** means Weddings, Bat Mitzvah, Bar Mitzvah, Private or Corporate Parties, and Charity Fundraising Events. **Covered Special Event** does not include Professional Golf Events or events with a duration longer than 3 consecutive days.

3. **Honoree** means the person or persons in whose honor or for whose benefit the **Covered Special Event** is being held.

4. **Key Attendee** means a guest speaker, host, master of ceremonies, or entertainer.

GENERAL LIABILITY

General Liability GL

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

PORTFOLIO POLICY (R)

GENERAL LIABILITY DECLARATIONS

Insurance is provided only for those Coverages, Limits of Liability and Endorsements shown below.

Coverages	Limits of Liability
COMMERCIAL GENERAL LIABILITY COVERAGE PART	
GENERAL AGGREGATE LIMIT (Other Than Products - Completed Operations)	\$2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	ANY ONE PREMISES \$100,000
MEDICAL EXPENSE LIMIT	ANY ONE PERSON \$5,000
LIQUOR LIABILITY AGGREGATE LIMIT	\$2,000,000
LIQUOR LIABILITY EACH COMMON CAUSE	\$1,000,000
EMPLOYEE BENEFITS ADMINISTRATION ERRORS AND OMISSIONS INSURANCE	
AGGREGATE LIMIT	\$2,000,000
EACH EMPLOYEE LIMIT	\$1,000,000

The audit period shall be ANNUAL

GENERAL LIABILITY ENDORSEMENT(S)

EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION
AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
(CG 21 06 05 14)

PRODUCTS - COMPLETED OPERATIONS HAZARD REDEFINED (CG 24 07 01 96R)

Description of Premises and Operations:
ALL LOCATIONS PER GENERAL LIABILITY SCHEDULE

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

PORTFOLIO POLICY (R)

COMMERCIAL GENERAL LIABILITY DECLARATIONS (continued)

GENERAL LIABILITY ENDORSEMENT(S) (continued)

LIQUOR LIABILITY COVERAGE (CG 00 33 04 13R)

EMPLOYMENT - RELATED PRACTICES EXCLUSION (CG 21 47 12 07)

VALET PARKING ENDORSEMENT (CG 70 53 05 05)

COMPLETE LEAD POISONING AND LEAD CONTAMINATION EXCLUSION
(CG 70 92 12 92 S)

COMPLETE ASBESTOS EXCLUSION (CG 70 93 12 92R)

AMENDMENT TO POLLUTION EXCLUSION (CG 71 70 08 05)

EMPLOYEE BENEFITS ADMINISTRATION ERRORS AND OMISSIONS INSURANCE
(EB 70 00 12 97)

MULTICOVER - WITHOUT MEDICAL PAYMENTS (CG 71 93 01 14)

AMENDMENT - MEDICAL PAYMENTS FOR RESTAURANTS (CG 72 52 12 07)

DESIGNATED LOCATION(S) LIQUOR LIABILITY GENERAL AGGREGATE LIMIT
(CG 72 57 04 06R)

PERSONAL AND ADVERTISING INJURY HAZARD REDEFINED (CG 72 75 06 07)

CROSS SUITS EXCLUSION (ANY INSURED) (CG 72 94 01 12)

LIQUOR LIABILITY - BRING YOUR OWN ALCOHOL ESTABLISHMENTS - (CG 24 06 04 13)

SUPPLEMENTARY STATE ENDORSEMENT(S)

- CALIFORNIA

CALIFORNIA CHANGES (CG 32 34 01 05)

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT
(CG 25 04 05 09)

CG2504 0509 00

SCHEDULE

DESIGNATED LOCATION(S):

SEE LOCATION OF PREMISES SHOWN IN THE DECLARATIONS

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

PORTFOLIO POLICY (R)

COMMERCIAL GENERAL LIABILITY DECLARATIONS (continued)

OTHER GENERAL LIABILITY ENDORSEMENT(S) (continued)

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

(CG 25 04 05 09)

CG2504 0509 00 (continued)

PRODUCTS WITHDRAWAL EXPENSE INSURANCE

CG7128 0506

THESE DECLARATIONS ARE ISSUED IN CONJUNCTION WITH AND ARE PART OF
POLICY FORM CG 71 28

DECLARATIONS

LIMITS OF INSURANCE

TOTAL AGGREGATE LIMIT \$ 200,000

PER DEFECT \$ 100,000

DEDUCTIBLE \$ 1,000

PARTICIPATION: 10 %

NUMBERS OF POLICY COVER, FORMS, SCHEDULES AND ENDORSEMENTS FORMING
PART OF THIS COVERAGE PART AND APPLICABLE POLICYHOLDER NOTICES:

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

RATING PERIOD 04-22-17 TO 04-22-18

GENERAL LIABILITY SCHEDULE

Premise 01
 Location 001 6525 WASHINGTON ST STE A9
 YOUNTVILLE CA 94599-1300 NAPA (CNTY)

Premise 02
 Location 002 PIER 5 THE EMBARCADERO
 SAN FRANCISCO CA 94111-4800 SAN FRANCISCO (CNTY)

Premise 03
 Location 003 6525 WASHINGTON ST STE D2B
 YOUNTVILLE CA 94599-1300 NAPA (CNTY)

Premise 04
 Location 004 6525 WASHINGTON ST
 YOUNTVILLE CA 94599-1300 NAPA (CNTY)

Premise 05
 Location 005 6525 WASHINGTON ST
 YOUNTVILLE CA 94599-1300 NAPA (CNTY)

Classification(s)	Bases of Premium	Exposure	Rate
Premise 01			
Premises/Operations			
FULL SERVICE RESTAURANTS-HIGHER	GROSS SALES	7,029,737	1.9850
Products/Completed Operations			
FULL SERVICE RESTAURANTS-HIGHER	GROSS SALES	7,029,737	.1260
Liquor Liability			
LIQ LIAB-UPSCALE RESTAURANT-HIGHER	GROSS SALES	4,142,310	1.2430
Premise 02			
Premises/Operations			
FULL SERVICE RESTAURANTS-HIGHER	GROSS SALES	4,599,416	2.3299
Products/Completed Operations			
FULL SERVICE RESTAURANTS-HIGHER	GROSS SALES	4,599,416	.1260
Liquor Liability			
LIQ LIAB-UPSCALE RESTAURANT-HIGHER	GROSS SALES	3,085,333	1.2430
Premise 03			
Premises/Operations			
FULL SERVICE RESTAURANTS-HIGHER	GROSS SALES	3,302,427	1.9850
STORES-NOC-NO FOOD/DRINK-FOR PROFIT	GROSS SALES	1,072,808	.6153

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

RATING PERIOD 04-22-17 TO 04-22-18

GENERAL LIABILITY SCHEDULE (continued)

Classification(s)	Bases of Premium	Exposure	Rate
Products/Completed Operations			
FULL SERVICE RESTAURANTS-HIGHER	GROSS SALES	3,302,427	.1260
STORES-NOC-NO FOOD/DRINK-FOR PROFIT	GROSS SALES	1,072,808	.6732
Liquor Liability			
LIQ LIAB-UPSCALE RESTAURANT-HIGHER	GROSS SALES	1,811,940	1.2430
Premise 04			
Premises/Operations			
BLDG/PREM BANK/OFC EMPLOYEE OCC-FP AREA		1,034	51.1278
Products/Completed Operations are Subject to the General Aggregate Limit			
Premise 05			
Premises/Operations			
FULL SERVICE RESTAURANTS-HIGHER	GROSS SALES	2,500,000	1.9850
Products/Completed Operations			
FULL SERVICE RESTAURANTS-HIGHER	GROSS SALES	2,500,000	.1260
Liquor Liability			
LIQ LIAB-UPSCALE RESTAURANT-HIGHER	GROSS SALES	500,000	1.2430
MULTICOVER			789
Employee Benefits Administration Errors and Omissions			
EMPLOYEE BENEFITS ADMINISTRATION	NUMBER OF EMPLOYEES	290	
PRODUCT WITHDRAWAL	SALES	28,042,971	
EXPENSE INSURANCE			

Commercial General Liability Coverage Form - CG 00 01 04 13

Policy Amendment(s) Commercial General Liability

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words **you** and **your** refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words **we**, **us** and **our** refer to the company providing this insurance.

The word **insured** means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in bold face or quotation marks have special meaning. Refer to Section V - Definitions.

Section I - Coverages**Coverage A - Bodily Injury and Property Damage Liability****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies. We will have the right and duty to defend the insured against any **suit** seeking those damages. However, we will have no duty to defend the insured against any **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply. We may, at our discretion, investigate any **occurrence** and settle any claim or **suit** that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments

or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to **bodily injury** and **property damage** only if:
 - (1) The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;
 - (2) The **bodily injury** or **property damage** occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no **employee** authorized by you to give or receive notice of an **occurrence** or claim, knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a listed insured or authorized **employee** knew, prior to the policy period, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the policy period will be deemed to have been known prior to the policy period.
- c. **Bodily injury** or **property damage** which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the policy period.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

d. **Bodily injury or property damage** will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any employee authorized by you to give or receive notice of an occurrence or claim:

- (1) Reports all, or any part, of the **bodily injury or property damage** to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the **bodily injury or property damage**; or
- (3) Becomes aware by any other means that **bodily injury or property damage** has occurred or has begun to occur.

c. Damages because of **bodily injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the insured. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

Bodily injury or property damage for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury or property damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **insured contract**, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of **bodily injury or property damage**, provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

Bodily injury or property damage for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the **occurrence** which caused the **bodily injury or property damage**, involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or

unemployment compensation law or any similar law.

c. **Employer's Liability**

Bodily injury to:

- (1) An **employee** of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an **insured contract**.

f. **Pollution**

- (1) **Bodily injury or property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) **Bodily injury** if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) **Bodily injury or property damage** for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an

additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) **Bodily injury or property damage** arising out of heat, smoke or fumes from a **hostile fire**;

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or

- (ii) Any person or organization for whom you may be legally responsible; or

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) **Bodily injury or property damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **bodily injury or property**

damage arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) **Bodily injury or property damage** sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) **Bodily injury or property damage** arising out of heat, smoke or fumes from a **hostile fire**.

- (c) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**.

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

However, this paragraph does not apply to liability for damages because of **property damage** that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or suit by or on behalf of a governmental authority.

G. **Aircraft, Auto or Watercraft**

Bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and **loading or unloading**.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **occurrence** which caused the **bodily injury or property damage** involved the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an **auto** on, or on the ways next to, premises you own or rent, provided the **auto** is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any **insured contract** for the ownership, maintenance or use of aircraft or watercraft; or
- (5) **Bodily injury or property damage** arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor

vehicle insurance law where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of **mobile equipment**.

h. **Mobile Equipment**

Bodily injury or property damage arising out of:

- (1) The transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any insured; or
- (2) The use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. **War**

Bodily injury or property damage, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. **Damage to Property**

Property damage to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **property damage** arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to you as described in Section III - Limits of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

k. **Damage to Your Product**

Property damage to your product arising out of it or any part of it.

l. **Damage to Your Work**

Property damage to your work arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. **Damage to Impaired Property or Property Not Physically Injured**

Property damage to impaired property or property that has not been physically injured arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) **Your product;**
- (2) **Your work;** or
- (3) **Impaired property;**

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal and Advertising Injury

Bodily injury arising out of **personal and advertising injury**.

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of **bodily injury**.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording and Distribution of Material or Information in Violation of Law

Bodily injury or **property damage** arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

Coverage B - Personal and Advertising Injury Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **personal and advertising injury** to which this insurance applies. We will have the right and duty to defend the insured against any **suit** seeking those damages. However, we will have no duty to defend the insured against any **suit** seeking damages for **personal and advertising injury** to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or **suit** that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits of Insurance; and

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to **personal and advertising injury** caused by an offense arising out of your business but only if the offense was committed in the **coverage territory** during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**.

b. Material Published With Knowledge of Falsity

Personal and advertising injury arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior to Policy Period

Personal and advertising injury arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

Personal and advertising injury arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

Personal and advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach of Contract

Personal and advertising injury arising out of a breach of contract, except an implied contract to use another's advertising idea in your **advertisement**.

g. Quality or Performance of Goods - Failure to Conform to Statements

Personal and advertising injury arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your **advertisement**.

h. Wrong Description of Prices

Personal and advertising injury arising out of the wrong description of the price of goods, products or services stated in your **advertisement**.

i. Infringement of Copyright, Patent, Trademark or Trade Secret

Personal and advertising injury arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your **advertisement**.

However, this exclusion does not apply to infringement, in your **advertisement**, of copyright, trade dress or slogan.

j. Insureds in Media and Internet Type Businesses

Personal and advertising injury committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of **personal and advertising injury** under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not

by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. **Electronic Chatrooms or Bulletin Boards**

Personal and advertising injury arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. **Unauthorized Use of Another's Name or Product**

Personal and advertising injury arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. **Pollution**

Personal and advertising injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.

n. **Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

o. **War**

Personal and advertising injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. **Recording and Distribution of Material or Information in Violation of Law**

Personal and advertising injury arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Coverage C - Medical Payments

1. **Insuring Agreement**

- a. We will pay medical expenses as described below for **bodily injury** caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the **coverage territory** and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

h. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for **bodily injury**:

a. Any Insured

To any insured, except **volunteer workers**.

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury on Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation and Similar Laws

To a person, whether or not an **employee** of any insured, if benefits for the **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the **products-completed operations hazard**.

g. Coverage A Exclusions

Excluded under Coverage A.

Supplementary Payments - Coverages A and B

1. We will pay, with respect to any claim we investigate or settle, or any **suit** against an insured we defend:

a. All expenses we incur.

b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or **suit**, including actual loss of earnings up to \$250 a day because of time off from work.

e. All court costs taxed against the insured in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a **suit** and an indemnitee of the insured is also named as a party to the **suit**, we will defend that indemnitee if all of the following conditions are met:

a. The **suit** against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an **insured contract**;

b. This insurance applies to such liability assumed by the insured;

- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same **insured contract**;
- d. The allegations in the **suit** and the information we know about the **occurrence** are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such **suit** and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the **suit**;
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **suit**;
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the **suit**; and
- (b) Conduct and control the defense of the indemnitee in such **suit**.

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury and Property Damage Liability, such payments will not be deemed to be damages for **bodily injury** and **property**

damage and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

Section II - Who Is An Insured

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your **volunteer workers** only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are insureds for:

(1) **Bodily injury or personal and advertising injury:**

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), a co-**employee** while in the course of his or her employment or performing duties related to the conduct of your business, or to your other **volunteer workers** while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-**employee** or **volunteer worker** as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) **Property damage to property:**

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:

you, any of your **employees, volunteer workers** any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your **employee** or **volunteer worker**), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Section III - Limits of Insurance

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or suits brought; or
- c. Persons or organizations making claims or bringing suits.

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
- c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of **bodily injury** and **property**

damage included in the **products-completed operations hazard**.

4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all **personal and advertising injury** sustained by any one person or organization.

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C

because of all **bodily injury and property damage** arising out of any one **occurrence**.

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of **property damage** to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of **bodily injury** sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

Section IV - Commercial General Liability Conditions

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Occurrence, Offense, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an **occurrence** or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the **occurrence** or offense took place;

- (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the **occurrence** or offense.

- b. If a claim is made or **suit** is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or **suit** and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or **suit** as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;

- (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the **suit**; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a **suit** asking for damages from an insured; or

- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment

against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis;
- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;
- (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you or temporarily occupied by you with permission of the owner; or
- (iv) If the loss arises out of the maintenance or use of aircraft, **autos** or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury and Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any suit if any other insurer has a duty to defend the insured against that suit. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.

8. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured

shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

Section V - Definitions

- 1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

- 2. **Auto** means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

- 3. **Bodily injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

- 4. **Coverage territory** means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above;

(2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or

(3) **Personal and advertising injury** offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a suit on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
6. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
8. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
 - a. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of **your product** or **your work** or your fulfilling the terms of the contract or agreement.

9. **Insured contract** means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**;
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. **Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.

11. **Loading or unloading** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
- b. While it is in or on an aircraft, watercraft or **auto**; or
- c. While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered;

but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **auto**.

12. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes

other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **mobile equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

13. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. **Personal and advertising injury** means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your **advertisement** or

g. Infringing upon another's copyright, trade dress or slogan in your **advertisement**.

15. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. **Products-completed operations hazard**

a. Includes all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include **bodily injury** or **property damage** arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the **loading or unloading** of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. **Property damage** means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. **Suit** means a civil proceeding in which damages because of **bodily injury**, **property damage** or **personal and advertising injury** to which this insurance applies are alleged. **Suit** includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. **Temporary worker** means a person who is furnished to you to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.

20. **Volunteer worker** means a person who is not your employee, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. **Your product**

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product** and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. **Your work**

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work** and

(2) The providing of or failure to provide warnings or instructions.

Liquor Liability Coverage Form - CG 00 33 04 13

Policy Amendment(s) Commercial General Liability

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words **you** and **your** refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words **we**, **us** and **our** refer to the company providing this insurance.

The word **insured** means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in bold face or quotation marks have special meaning. Refer to Section V - Definitions.

Section I - Liquor Liability Coverage**1 Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **injury** to which this insurance applies if liability for such **injury** is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any **suit** seeking those damages. However, we will have no duty to defend the insured against any **suit** seeking damages for **injury** to which this insurance does not apply. We may, at our discretion, investigate any **injury** and settle any claim or **suit** that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of

insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to **injury** only if:

- (1) The **injury** occurs during the policy period in the **coverage territory**; and
- (2) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no **employee** authorized by you to give or receive notice of an **injury** or claim, knew that the **injury** had occurred, in whole or in part. If such a listed insured or authorized **employee** knew, prior to the policy period, that the **injury** occurred, then any continuation, change or resumption of such **injury** during or after the policy period will be deemed to have been known prior to the policy period.

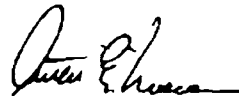
- c. **Injury** which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any **employee** authorized by you to give or receive notice of an **injury** or claim, includes any continuation, change or resumption of that **injury** after the end of the policy period.

- d. **Injury** will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any **employee** authorized by you to give or receive notice of an **injury** or claim:

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

- (1) Reports all, or any part, of the **injury** to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the **injury**; or
- (3) Becomes aware by any other means that **injury** has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

Injury expected or intended from the standpoint of the insured. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

b. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

c. Employer's Liability

Bodily injury to:

- (1) An **employee** of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the **injury**.

d. Liquor License Not in Effect

Injury arising out of any alcoholic beverage sold, served or furnished while any required license is not in effect.

e. Your Product

Injury arising out of **your product**. This exclusion does not apply to **injury** for which

the insured or the insured's indemnitees may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

f. Other Insurance

Any **injury** with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for **injury** imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

g. War

Injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any **suit** against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or **suit**, including actual loss of earnings up to \$250 a day because of time off from work.

4. All court costs taxed against the insured in the suit. However, these payments do not include attorney's fees or attorney's expenses taxed against the insured.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

Section II - Who Is An Insured

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing

duties related to the conduct of your business. However, none of these **employees** is an insured for:

(1) Injury:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-**employee** while that co-**employee** is either in the course of his or her employment or performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-**employee** as a consequence of Paragraph (a) above; or
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a) or (b) above.

(2) Property damage to property:

- (a) Owned or occupied by; or
- (b) Rented or loaned;

to that **employee**, any of your other **employees**, by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).

- b. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage does not apply to **injury** that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Section III - Limits of Insurance

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or **suits** brought; or
 - c. Persons or organizations making claims or bringing **suits**.
2. The Aggregate Limit is the most we will pay for all **injury** as the result of the selling, serving or furnishing of alcoholic beverages.
3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all **injury** sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

Section IV - Liquor Liability Conditions

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Injury, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an **injury** which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the **injury** took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any **injury**.
- b. If a claim is made or **suit** is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or **suit** and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or **suit** as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the **suit**; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of **injury** to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a **suit** asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of

liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.

8. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

Section V - Definitions

1. **Bodily injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. **Coverage territory** means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the **injury** occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the **injury** arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above; or
- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in a suit on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

- 3. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
- 4. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 5. **Injury** means damages because of **bodily injury** and **property damage**, including damages for care, loss of services or loss of support.
- 6. **Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.
- 7. **Property damage** means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
- 8. **Suit** means a civil proceeding in which damages because of **injury** to which this insurance applies are alleged. **Suit** includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

- 9. **Temporary worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

10. **Your product**

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**Exclusion - Access or Disclosure of Confidential or Personal Information
And Data-Related Liability - With Limited Bodily Injury Exception
CG 21 06 05 14**

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

- A. Exclusion 2.p. of Section I - Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

- p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of **bodily injury**.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. **Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access or Disclosure of Confidential or Personal Information

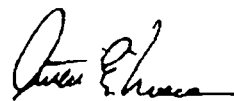
Personal and advertising injury arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

Employment - Related Practices Exclusion - CG 21 47 12 07

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part**A. The following exclusion is added to Paragraph 2., Exclusions of Section 1 - Coverage A - Bodily Injury and Property Damage Liability:**

This insurance does not apply to:

Bodily injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of **bodily injury** to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or to repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section 1 - Coverage B - Personal and Advertising Injury Liability:

This insurance does not apply to:

Personal and advertising injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of **personal and advertising injury** to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

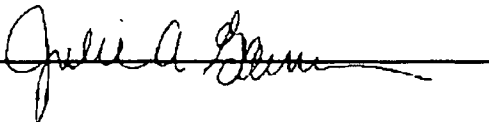
This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



Liquor Liability - Bring Your Own Alcohol Establishments
CG 24 06 04 13

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Liquor Liability Coverage Part

The following is added to Paragraph 1. Insuring Agreement of Section 1 - Liquor Liability Coverage:

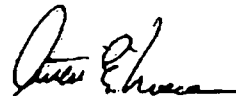
I. Insuring Agreement

An insured who permits any person to bring any alcoholic beverage on their premises, for consumption on the premises, whether or not a fee is charged for such activity, will also be considered selling, serving or furnishing alcoholic beverages.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

Products/Completed Operations Hazard Redefined - CG 24 07 01 96

Insured: SOLO I O, LLC

Policy Number: S 17 MZX 80978056

Producer: ALLIANT INSURANCE SERVICES

Effective Date: 04-22-17

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part
Products/Completed Operations Liability Coverage Part

Schedule

Description of Premises and Operations

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

With respect to **bodily injury** or **property damage** arising out of **your products** manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf, Paragraph a. of the definition of **Products - completed operations hazard** in the

DEFINITIONS Section is replaced by the following:

Products - completed operations hazard

- a. Includes all **bodily injury** and **property damage** that arises out of **your products** if the **bodily injury** or **property damage** occurs after you have relinquished possession of those products.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

Designated Location(s) General Aggregate Limit - CG 25 04 05 09

Policy Amendment(s) Commercial General Liability

Insured: SOLO I O, LLC

Policy Number: S 17 MZX 80978056

Producer: ALLIANT INSURANCE SERVICES

Effective Date: 04-22-17

This endorsement modifies insurance under the following:

Commercial General Liability Coverage Part

Schedule

Designated Location(s)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by **occurrences** under Section 1 - Coverage A, and for all medical expenses caused by accidents under Section 1 - Coverage C, which can be attributed only to ongoing operations at a single designated **location** shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated **location**, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, and for medical expenses


under Coverage C regardless of the number of:

- a. Insureds;
 - b. Claims made or **suits** brought; or
 - c. Persons or organizations making claims or bringing **suits**.
3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated **location**. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated **location** shown in the Schedule above.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by **occurrences** under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to operations at a single designated **location** shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- Location** means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of Section III - Limits of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

California Changes CG 32 34 01 05

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

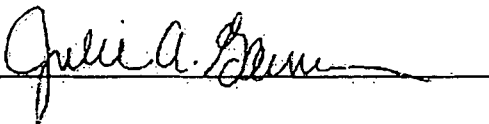
Commercial General Liability Coverage Part
Electronic Data Liability Coverage Part
Owners And Contractors Protective Liability Coverage Part
Pollution Liability Coverage Part
Products Withdrawal Coverage Part
Products/Completed Operations Liability Coverage Part
Underground Storage Tank Policy

The term spouse is replaced by the following:

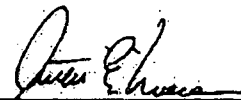
Spouse or registered domestic partner under California law.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President




Valet Parking Endorsement - CG 70 53 05 05

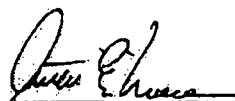
Policy Amendment(s) Commercial General Liability

Section 1 - Coverages, Coverage A, 2. Exclusions, g.(3)
is amended by adding the following:

This exclusion does not apply to any customer's auto
under your care, custody or control while being parked
or stored as part of your business.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy


Secretary


President

Complete Lead Poisoning and Lead Contamination Exclusion CG 70 92 12 92

Insured: SOLO I O, LLC

Policy Number: S 17 MZX 80978056

Producer: ALLIANT INSURANCE SERVICES

Effective Date: 04-22-17

This insurance does not apply to any injury, damage, liability, loss, cost or expense in whole or in part caused by, resulting from, arising out of, or in any way related to **lead**, including, but not limited to:

- (1) The manufacture, sale, distribution, handling, use, installation, removal, abatement, containment, storage, emission, release, inhalation, ingestion, absorption, or transmission of or exposure to **lead**;
- (2) Any supervision, instructions, recommendations, notices, warnings or advice given or which should have been given in connection with **lead**;
- (3) Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, remediate, neutralize, or in any way respond to or assess the extent or the effects of **lead**; or
- (4) Any claim, suit or proceeding for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, remediating, neutralizing or in any way responding to, or assessing the effects of **lead**.

We shall have no obligation of any kind, including, but not limited to, any obligation to investigate, defend, pay defense costs, settle, or pay settlements or judgments as to any claim, suit or proceeding involving or allegedly involving, **lead**.

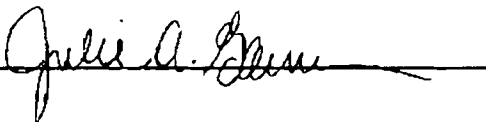
As used in this exclusion, **lead** includes, but is not limited to the mineral **lead** (chemical element & symbol {lead (Pb)} Atomic number 82) in any form, whether or not the **lead** is:

- (1) Pure;
- (2) Contained in, or on, or incorporated into, products, goods or materials;
- (3) Solid, liquid, gaseous or in fumes; or
- (4) Contained in any part of any building, structure, building material, product or any other real or personal property.

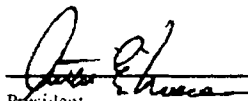
This exclusion does not apply to any **Bodily injury** or **Property damage** that is caused by a sudden, abrupt striking by, or impact with, **lead**, which causes an immediate and conspicuous manifestation of physical injury to persons or property.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



Complete Asbestos Exclusion - CG 70 93 12 92Insured: **SOLO I O, LLC**Policy Number: **S 17 MZX 80978056**Producer: **ALLIANT INSURANCE SERVICES**Effective Date: **04-22-17**

This insurance does not apply to any injury, damage, liability, loss, cost or expense in whole or in part caused by, resulting from, arising out of, or in any way related to **asbestos**, including, but not limited to:

- (1) The manufacture, sale, distribution, handling, use, installation, removal, abatement, containment, storage, transportation, disposal, existence, presence, emanation, emission, release, inhalation, ingestion, absorption, or transmission of or exposure to **asbestos**;
- (2) Any supervision, instructions, recommendations, notices, warnings or advice given or which should have been given in connection with **asbestos**;
- (3) Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, remediate, neutralize, or in any way respond to or assess the extent or the effects of **asbestos**; or
- (4) Any claim, suit or proceeding for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, remediating,

neutralizing or in any way responding to, or assessing the effects of **asbestos**.

We shall have no obligation of any kind, including, but not limited to, any obligation to investigate, defend, pay defense costs, settle, or pay settlements or judgments as to any claim, suit or proceeding involving or allegedly involving **asbestos**.

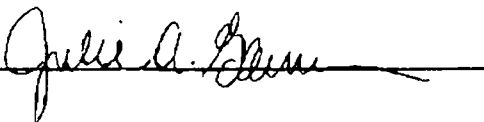
- As used in this exclusion, **asbestos** includes, but is not limited to the mineral **asbestos** in any form, whether or not the **asbestos** is:

- (1) A fiber, particle, or dust;
- (2) Contained in, or on, or incorporated into, products, goods or materials; or
- (3) Contained in any part of any building, structure, building material, product or any other real or personal property.

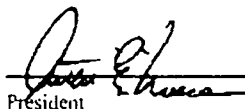
This exclusion does not apply to any **bodily injury** or **property damage** that is caused by a sudden, abrupt striking by, or impact with, **asbestos**, which causes an immediate and conspicuous manifestation of physical injury to persons or property.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary



President



Product Withdrawal Expense Insurance - CG 71 28 05 06

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

THIS INSURANCE DOES NOT PROVIDE ANY COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR SUIT.

Throughout this policy the words **you** and **your** refer to the Named Insured shown in the Declarations. The words **we**, **us** and **our** refer to the Company providing this insurance. Some words and phrases that appear in bold face have special meaning - Refer to Definitions.

Section I - Coverage

A. Insuring Agreement

1. We will pay the expenses described in paragraph 2 below that **you** actually incur to withdraw **your goods** from **your customers** when either:

- an error or omission in the design, manufacturing or labeling of **your goods** causes or results in a **defect** in **your goods**; or
- an actual, alleged or threatened act of **sabotage** causes or results in a **defect** in **your goods** or creates the impression with the general public that they are unfit or dangerous to use as originally intended.

But we only pay these expenses when all the following conditions are met:

- a. **You** or a government authority must determine that the withdrawal is necessary because a **defect** in **your goods** will cause or has caused **bodily injury** or **property damage** or because an act of **sabotage** has created the impression with the general public that the goods are defective; and

- b. The withdrawal of **your goods** must begin during the policy period; and

- c. **You** must notify us in writing as soon as **you** know that a withdrawal will take place.

2. We will pay the following withdrawal expenses provided they are reasonable and necessary, and are directly related to the withdrawal of **your goods** from **your customers**:

- a. Cost to announce the withdrawal to the public, such as: telephone and facsimile charges; costs of radio or television announcements; costs of newspaper advertising and other media communications; and stationery, envelopes and postage;
- b. Overtime paid to **your** regular employees and cost of independent contractors or other temporary employees who are assigned to work on the withdrawal of **your goods**;
- c. Cost to transport or ship **your goods** which contain **defects**;
- d. Cost to rent warehouse or storage space to hold **your goods** which are withdrawn; but only for those rental costs that are incurred within one year of the date that the withdrawal was initiated;
- e. Costs to dispose of **your goods** that cannot be reused, but only to the extent that you have been specifically billed for disposal of **your goods** because of **defects**.

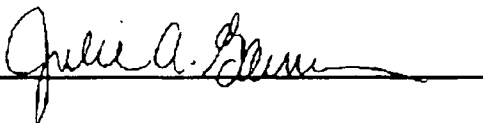
Section II - Exclusions

This insurance does not apply to:

- A. **Bodily injury** or **property damage**;

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One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



- B. An actual or alleged violation of any copyright, patent, trade dress, trademark, trade name, trade secrets, or any other intellectual property right laws;
- C. Any failure of **your goods** to accomplish their intended purpose that does not arise from a **defect**;
- D. Deterioration, decomposition or transformation of the chemical structure of **your goods** unless it directly results from a **defect**;
- E. Withdrawal of **your goods** which have no **defect** or for which a withdrawal has not been determined to be necessary;
- F. **Defects in your goods** which were known to you or your executive officers, or reasonably foreseeable by you or your executive officers, prior to either the effective date of this policy, or the date of actual delivery of **your goods** to your customer;
- G. The withdrawal of **your goods** because they contain any material banned or declared unsafe by any government entity. But this only applies to withdrawal of **your goods** which were manufactured after the date that the material was banned or declared unsafe. This exclusion does not apply if the banned or unsafe material was added to **your goods** by an act of **sabotage**; or
- H. Costs of any litigation, arbitration, or proceedings, before any government entity.
- I. The withdrawal of **your goods** due to an act of **sabotage** committed by you or any of your executive officers.
- J. The withdrawal of **your goods** initiated due to expiration of their designated shelf life.
- K. The defense of a claim or **suit** against you for liability arising out of a withdrawal of **your goods**.

Section III - Limits of Insurance, Deductible and Participation

Regardless of the number of **your customers**, claims made, or **defects in your goods**, our liability is limited as follows:

A. Limits of Insurance

- 1. The Limit of Insurance shown in the Declarations as **PER DEFECT** applies to all covered expenses sustained as a result of a **defect** regardless of the number of persons or organizations who sustain damages because of that **defect**.

- 2. The Limit of Insurance shown in the Declarations as **TOTAL ANNUAL AGGREGATE** is the most we will pay you for all covered expenses for withdrawal expense of **your goods** because of **defects** that cause withdrawals which begin during the policy period. If no amount is shown in the Declarations for **TOTAL ANNUAL AGGREGATE**, then the aggregate limit will equal the **PER DEFECT** Limit of Insurance.

B. Deductible

From the total of all covered expenses that arise out of the withdrawal of **your goods** as the result of one **defect in your goods**, we will deduct the amount shown in the Declarations as **DEDUCTIBLE**. We will pay only that part of the total covered expenses that exceed the **Deductible** amount.

C. Participation

If a Participation percent is shown in the Declarations, then the following applies. After we have applied the deductible, we will multiply the remaining amount of covered expenses and the Participation percentage. We will not pay that percentage of the covered expenses.

Section IV - Loss Conditions

A. Duties in the Event of Actual or Threatened Withdrawal

- 1. You must give us immediate written notice when you discover a **defect in your goods** which you believe makes it necessary to withdraw **your goods** from your customers. You must also give us immediate written notice when you are notified by a government agency that **your goods** must be withdrawn from your customers.
- 2. You must stop the release, shipment, consignment or any other distribution of:
 - a. **Your goods** which are to be withdrawn; or
 - b. Similar products until it is determined that the **defects** that have resulted in a withdrawal do not exist in those products.
- 3. As often as we reasonably require, you must:
 - a. Permit us to inspect and make copies of the records which support all covered expenses;

- b. Allow **us** to question **you** under oath about any matter relating to this insurance and **your claim** and sign **your** answers; and
 - c. Cooperate with **us** in the investigation or settlement of the claim.
4. Within 30 days after **your** notification to **us** of a withdrawal, **you** must send **us** a statement of loss containing the following information:
- a. Written notification from a governmental entity directing that **your goods** be withdrawn from commerce; or
 - b. Documentation that supports **your** decision to withdraw **your goods** from **your customers** because they have caused or may cause **bodily injury** or **property damage**; and
 - c. A complete description of the **defect** in **your goods** that gave rise to **your** decision to withdraw them from **your customers**; and
 - d. A complete description of the cause of the **defect** in **your goods**; and
 - e. A listing that identifies **your goods** to be withdrawn from commerce and the location of manufacturing. This includes batch or lot numbers, serial numbers or dates of manufacture; and
 - f. An estimate of the cost to withdraw **your goods** from commerce.

B. Appraisal

If **we** and **you** fail to agree on the amount of covered expenses arising from a withdrawal or the necessity of a withdrawal, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to an umpire selected by them. If they fail to agree on an umpire, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by any two will be binding. Each party will:

- 1. Pay its chosen appraiser; and
- 2. Bear the other expenses of the appraisal and umpire equally.

Even if there is an appraisal, **we** will still retain our right to deny the claim.

C. Loss Payment

We will adjust all losses with **you**. Payment for covered losses will be made within a reasonable time after:

- 1. **We** have reached agreement with **you** on the amount of covered expenses; or
- 2. An appraisal award has been made and filed with **us**.

D. Abandonment

There can be no abandonment of any property to **us**.

Section V - Other Conditions

A. Transfer of Rights of Recovery

If **you** have rights to recover all or part of any payment **we** have made under this policy, those rights are transferred to **us** to the extent of **our** payment. **You** must do nothing after loss to impair those rights. At **our** request, **you** will bring suit or transfer those rights to **us** and help **us** enforce them.

B. No Benefit to Third Parties

The coverage provided in this policy form is for **your** benefit. No third party may benefit directly or indirectly from it.

C. Other Insurance

If there is other valid and collectible insurance covering the same loss, **we** will pay only for the amount of loss that exceeds the amount due from that other insurance, whether **you** collect it or not. But **we** will not pay more than **our** applicable Limit of Insurance.

D. Legal Action Against Us

No one may bring a legal action against **us** under this policy unless:

- 1. There has been full compliance with all of the terms of this policy; and
- 2. The action is brought within one year after the date on which the withdrawal of **your goods** begins.

E. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

F. Policy Period and Territory

Under this insurance we only cover the withdrawal of **your goods** from **your customers** which begins during the policy period shown in the Declarations and takes place anywhere in the world.

Section VI - Definitions

When used only in this form, the following terms have the special meaning assigned to them:

A. **Defect** means a defect, deficiency, inadequacy or dangerous condition in **your goods**.

B. **Your customer** means any person or entity:

1. To whom you sell or distribute **your goods**; or
2. Who has physical possession of **your goods**:

AND

Who is not owned in whole or in part by you.

C. **Your goods** means any goods or products that have been manufactured, sold, handled, distributed, or disposed of by:

- a. You;
- b. Others using your name with your prior authority to do so; or
- c. Others whose business or assets you have acquired.

Your goods includes warranties or statements you make about the fitness, quality, durability or performance of **your goods**. **Your goods** includes containers, materials, parts or equip-

ment provided in connection with **your goods**.

Your goods does not include:

- a. Products that have never left your physical possession;
- b. Real property;
- c. Property rented to others; or
- d. Property that you have not sold, but which you allow others to use.

D. **Bodily injury** means physical injury, sickness or disease sustained by a person, including death resulting from any of these at any time and mental anguish arising out of **bodily injury**.

E. **Property damage** means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the occurrence that caused it.

F. **Sabotage** means a deliberate or malicious act that directly tampers with, alters or otherwise contaminates **your goods**.

G. **Suit** means a civil proceeding in which damages because of **bodily injury** or physical damage to tangible property arising out of a withdrawal of **your goods** to which this insurance applies are alleged. **Suit** includes:

1. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

Amendment to Pollution Exclusion - CG 71 70 08 05

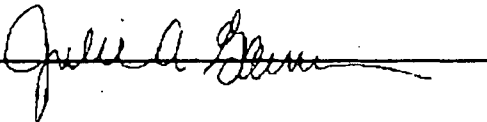
Policy Amendment(s) Commercial General Liability

Exclusion f. Pollution, subsections (1)(a) and (1)(d) do not apply to **bodily injury** directly caused by any of the following that occur within a building or upon a premises any insured owns, rents, occupies or manages:

1. Pesticide application;
2. Fumes, vapors or gases, except those comprised of or containing asbestos, from flooring or wall covering materials or their installation materials, including adhesives;
3. Fumes, vapors or gases, except those comprised of or containing lead, from paint, varnish, sealant, adhesive or any building maintenance or cleaning materials; or
4. Chlorine, hydrochloric acid, bromine, sodium hydroxide, sodium bicarbonate, soda ash, diatomaceous earth, muriatic acid, or any other chemical, compound, or material used for the maintenance of a swimming pool, whirlpool or spa.

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One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary



President



MultiCover® - Without Medical Payments - CG 71 93 01 14

Policy Amendment(s) Commercial General Liability Coverage Form

Your Commercial General Liability Coverage Form is revised as follows:

1. Broadened Named Insured

A. SECTION II - WHO IS AN INSURED, item 3., is deleted and replaced by the following:

3. Any organization that you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:

- a. There is no other similar insurance available to that organization; and
- b. The first Named Insured shown in the Declarations has the responsibility of placing insurance for that organization; and
- c. That organization is incorporated or organized under the laws of the United States of America.

However:

- (1) Coverage under this provision 3 is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (2) Coverage A does not apply to **bodily injury** or **property damage** that

occurred before you acquired or formed the organization; and

- (3) Coverage B does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.

B. SECTION II - WHO IS AN INSURED, the last paragraph, is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations. However, this does not apply to a limited liability company that meets all of the conditions in Section II - Who Is An Insured, item 3., above.

2. Additional Insured

If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 2. Additional Insured does not apply to such person or organization.

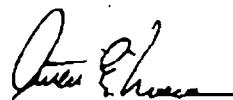
SECTION II - WHO IS AN INSURED, subsection 2.e., is added as follows:

- e. Any person or organization is included as an additional insured, but only to the extent such person or organization is legally obligated to pay for **bodily injury**, **property damage** or **personal and advertising injury** caused by your acts or omissions. With respect to the insurance afforded to such additional insured, all of the following additional provisions apply:

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies[®], as named in the policy



Secretary



President

- (1) You have agreed in a written **insured contract** that such person or organization be added as an additional insured under this policy;
 - (2) The **bodily injury, property damage or personal and advertising injury** for which said person or organization is legally obligated to pay occurs subsequent to the execution of such **insured contract**;
 - (3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the **insured contract**;
 - (4) The insurance afforded to such additional insured only applies to the extent permitted by law;
 - (5) Such person or organization is an additional insured only with respect to:
 - (a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (b) Your ongoing operations performed for that insured;
 - (c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (d) The maintenance, operation or use by you of equipment leased to you by such person or organization;
 - (e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the **products-completed operations hazard**; or
 - (f) Their liability as a grantor of a franchise to you.
 - (6) This insurance does not apply to **bodily injury, property damage, personal and advertising injury, occurrence** or offense:
 - (a) Which takes place at a particular premises after you cease to be a tenant of that premises;
 - (b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;
 - (c) Which takes place after that portion of **your work** out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project; or
 - (d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;
 - (7) With respect to architects, engineers or surveyors, coverage does not apply to **bodily injury, property damage or personal and advertising injury** arising out of the rendering or failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
 - (b) Supervisory, inspection, architectural, or engineering services.
- These exclusions apply even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the occurrence which caused the **bodily injury or property damage**, or the offense which caused the **personal or advertising injury**, involved the

rendering of or the failure to render any professional services by or for you.

3. Additional Insured - Vendors

If an Additional Insured Vendors endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 3. Additional Insured - Vendors does not apply to that person or organization.

Unless the **products-completed operations hazard** is excluded from this policy, SECTION II - WHO IS AN INSURED, item 2.f. is added as follows:

f. Any vendor of yours is included as an additional insured, but only with respect to **bodily injury or property damage** caused by **your products** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded such vendor does not apply to:

(a) **Bodily injury or property damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) **Bodily injury or property damage** arising out of the liability of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products or any ingredient, part or container, entering into, accompanying or containing such products;

(3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the contract or agreement; and

(4) The insurance afforded to such vendor only applies to the extent permitted by law.

4. Additional Insured - Limited Primary and Non-contributory Provision

The following is added as a second paragraph to Section IV Conditions, Condition 4. Other Insurance, following paragraph b.(2):

However, if you have added any person, organization or vendor of yours as an additional insured to this policy by way of this MultiCover® endorsement and have agreed in a written **insured contract** that this insurance is **primary** and **non-contributory** with other insurance available to that additional insured, this insurance is **primary** and we will not seek contribution from such additional insured's other insurance, provided that the additional insured is a **Named Insured** under such other insurance.

5. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8., is deleted and replaced by the following:

8. Transfer of Rights of Recovery Against Others to Us and Blanket Waiver of Subrogation

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
- b. If required by a written **insured contract** executed prior to the **occurrence** or offense, we waive any right of recovery we may have against any person or organization named in such **insured contract**, because of payments we make for injury or damage arising out of your operations or **your work** for that person or organization.

6. Cancellation - 90 Days

Common Policy Conditions endorsement IL0017, A. Cancellation, item 2.b. is deleted and replaced by the following:

- h. 90 days before the effective date of cancellation if we cancel for any other reason.

7. Liberalization

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added as an additional Condition:

Liberalization

If we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without an extra premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

8. Fire, Explosion, Sprinkler Leakage, or Lightning Legal Liability Coverage

A. SECTION 1 - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, the

last paragraph, is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while:

1. Rented to you;
2. Temporarily occupied by you with the permission of the owner; or
3. Managed by you under a written agreement with the owner.

A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

B. SECTION III - LIMITS OF INSURANCE, item 6., is deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented To You Limit shown in the Declarations, for **property damage** to any one premises while rented to you, or in the case of damage by fire, explosion, sprinkler leakage, or lightning while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner, is the greater of:

- a. \$1,000,000 Any One Premises; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance, (1)(a), items (i) and (iii), are deleted and replaced by the following:

- (i) That is Fire, Explosion, Sprinkler Leakage or Lightning insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you, temporarily occupied by you with the permission of the owner, or managed

by you under a written agreement with the owner; or

D. SECTION V - DEFINITIONS. 9. **Insured Contract**, item a., is deleted and replaced by the following:

- (a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, is not an **insured contract**;

9. **Damage to Invitees' Automobiles from Falling Trees or Tree Limbs - Limited Coverage**

This coverage applies to direct physical damage to automobiles owned by invitees subject to all of the following:

1. Provided such damage originates from trees on premises owned, managed, leased or rented by an insured;
2. Coverage applies only to invitees of an insured or an insured's tenant;
3. Such damage is directly caused by wind-driven falling trees or tree limbs;
4. The most we will pay for any one loss is the lowest of:
 - a. the actual cash value of the damaged automobile as of the time of the loss; or
 - b. the cost of repairing the damaged automobile; or
 - c. the cost of replacing the damaged automobile with another automobile of like kind and quality.

Regardless of the number of occurrences, losses or claims, this coverage is subject to a limit of \$25,000 in any one policy period;

5. This coverage is not subject to the General Liability General Aggregate Limit; and
6. We will make payments under this coverage without regard to fault.

10. **Non-Owned or Chartered Watercraft**

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, item g. Aircraft, Auto, or Watercraft, item (2), is deleted and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 51 feet long; and
 - (b) Not being used for public transportation or as a common carrier;

11. **Chartered Aircraft**

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, item (6), is added as follows:

- (6) An aircraft in which you have no ownership interest and that you have chartered with crew.

12. **Coverage Territory - Broadened**

SECTION V - DEFINITIONS, item 4.a., is deleted and replaced by the following:

- a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, The Cayman Islands and the British Virgin Islands;

13. **Personal and Advertising Injury - Contractual**

Unless **personal and advertising injury** is excluded from this policy the following applies:

SECTION I - COVERAGES, COVERAGE B, 2. Exclusions, item e., is deleted.

14. **Fellow Employee Coverage**

SECTION II - WHO IS AN INSURED, 2.a., item (1) is deleted and replaced by the following:

- (1) **Personal and advertising injury:**

However, subsections (a), (b), (c) and (d) of item (1) remain unchanged.

15. **Bodily Injury Definition - Broadened**

SECTION V - DEFINITIONS, 3. **Bodily Injury** is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person including death or

mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

16. Expected or Intended Injury - Amendment to Exclusion

SECTION 1. Coverage A Bodily Injury and Property Damage Liability, 2. EXCLUSIONS, a. Expected or Intended Injury, is deleted and replaced by the following:

a. Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the insured.

This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

17. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

- d. If you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

18. Supplementary Payments - Increased Limits

SECTION 1 - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, items 1.b. and 1.d., are deleted and replaced by the following:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including substantiated loss of earnings up to \$500 a day because of time off from work.

19. Duties in the Event of an Occurrence, Offense, Claim or Suit - Amended

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 2.a. is deleted and replaced by the following:

- (1) You must see to it that we or any licensed agent of ours are notified of a General Liability **occurrence** or offense which may result in a claim as soon as practicable after it becomes known to:

- (a) You, if you are an individual;
- (b) Your partner or member, if you are a partnership or joint venture;
- (c) Your member, if you are a limited liability company;
- (d) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
- (e) Your authorized representative or insurance manager.

Knowledge of an **occurrence** or offense by persons other than those listed above does not imply that those listed above also have such knowledge.

- (2) To the extent possible, notice should include:

- (a) How, when and where the **occurrence** or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the **occurrence** or offense.

20. Non Employment Discrimination Liability

Unless **personal and advertising injury** is excluded from this policy the following applies:

- A. SECTION V - DEFINITIONS, 14. **Personal and advertising injury**, item b. is added as follows:

h. **Discrimination.**

- B. SECTION V - DEFINITIONS, item 23. is added as follows:

23. **Discrimination** means the unlawful treatment of a person or class of persons because of their specific race, color, religion, gender, age, or national origin in comparison to one or more persons who are not members of the specified class.

C. SECTION 1 - COVERAGES. COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY. 2. Exclusions, the following are added:

q. **Discrimination** directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured:

r. **Discrimination** directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling or permanent lodging by or at the direction of any insured:

s. **Discrimination**, if insurance thereof is prohibited by law; or

t. Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, governmental code, law, or statute because of **discrimination**.

All other terms and conditions of the policy apply.

Amendment - Medical Payments for Restaurants - CG 72 52 12 07

Policy Amendment(s) Commercial General Liability Coverage Form

This endorsement modifies insurance provided under the following:

A. Section 1., Coverage C. Medical Payments, 1., a. is deleted and replaced in its entirety by the following:

1. a. We will pay medical expenses as described below for **bodily injury** caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

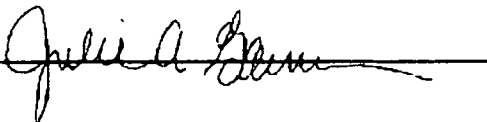
provided that:

- (a) The accident takes place in the **coverage territory** and during the policy period;
- (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

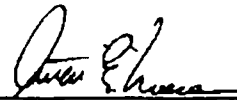
B. Section 1., Coverage C. Medical Payments, Exclusion 2.f. is deleted.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



**Designated Location(s) Liquor Liability Aggregate Limit
CG 72 57 04 06**

Insured: SOLO I O, LLC

Policy Number: S 17 MZX 80978056

Producer: ALLIANT INSURANCE SERVICES

Effective Date: 04-22-17

**This endorsement modifies insurance under the following:
Liquor Liability Coverage Form CG 00 33**

Schedule

Designated Location(s)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this Endorsement.)

Provision 2. under Section III-Limits of Insurance applies separately to each Designated Location shown in the Schedule above.


For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

Personal and Advertising Injury Hazard Redefined - CG 72 75 06 07

Policy Amendment(s) Commercial General Liability Coverage Form

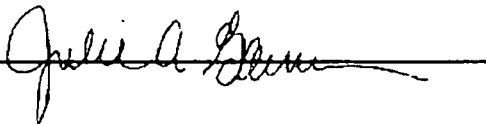
Your Commercial General Liability Coverage Form is revised as follows:

SECTION V - DEFINITIONS. 14. **Personal and Advertising Injury**, item c., is replaced by the following:

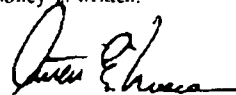
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



Cross Suits Exclusion (Any Insured) - CG 72 94 01 12

Policy Amendment(s) Commercial General Liability

Insured: SOLO I O, LLC

Policy Number: S 17 MZX 80978056-

Producer: ALLIANT INSURANCE SERVICES

Effective Date: 04-22-17

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

The insurance provided by this policy does not apply to any liability arising out of any claim or suit by any insured against any other insured.

All other terms and conditions of the policy remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary

President

Employee Benefits Administration Errors and Omissions Insurance

EB 70 00 12 97

IMPORTANT NOTE: THIS INSURANCE PROVIDES LIMITED COVERAGE FOR LIABILITY WHICH ARISES OUT OF THE ADMINISTRATION OF YOUR EMPLOYEE BENEFITS PROGRAM. IN PARTICULAR, IT DOES NOT FULLY PROTECT YOU OR ANY OTHER INSURED AGAINST LIABILITY CREATED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, OR ITS AMENDMENTS, OR ANY SIMILAR LAW.

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words **you** and **your** refer to the Named Insured shown in the Declarations of this Coverage Form. The words **we**, **us** and **our** refer to the Company providing this insurance.

The word **insured** means any person or organization qualifying as such under **Section II - Who is an Insured** of this Coverage Form.

Other words and phrases that appear in bold face have special meaning. Refer to **Section V- Definitions**.

Section I - Coverages

A. Insuring Agreement

1. We will pay those sums that you become legally obligated to pay as damages because of a negligent act, error or omission in the **administration of your employee benefits program**. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments** of this Coverage Form.

We will have the right and duty to defend any suit seeking those damages. But:

- a. The amount we will pay for all damages is limited as described in **Section III -**

Limits of Insurance of this Coverage Form;

- b. We may, at our discretion, investigate and settle any claim or suit; and
- c. Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this Coverage Form.

2. This insurance applies to a negligent act, error or omission:

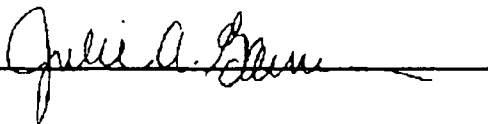
- a. that first occurs during the policy period; or
- b. that first occurred prior to the policy period where:

- (1) There is no other insurance which:

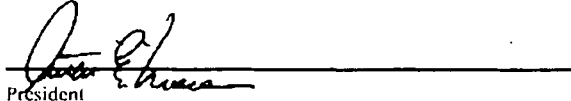
- (a) was expressly purchased to provide this coverage, and is valid and collectible; or
- (b) was expressly purchased to provide this coverage, and would be valid and collectible, but for the exhaustion of the limits of insurance or the insolvency of the insurer

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary



President



- (2) The insured had no prior knowledge or could not reasonably have foreseen any circumstances which might result in a claim or suit; and
 - (3) The claim is first made or suit is brought during the policy period.
3. This insurance applies only to negligent acts, errors or omissions:
- a. Which occur within the coverage territory; and
 - b. For which the claim is made or suit is brought within the coverage territory

B. Exclusions

This insurance does not apply to:

- 1. **Bodily injury, property damage or personal injury;**
- 2. Claims for injury or damage arising out of:
 - a. A dishonest, fraudulent, criminal or malicious act, error or omission done by or at the direction of any insured;
 - b. An insurer's failure to perform its contract;
 - c. Failure of any plan to meet its obligations due to insufficient funds;
 - d. Failure of any investment to perform as represented by any insured;
 - e. Advice given by an insured to any person on whether or not to participate in any plan included in **your employee benefits program**;
 - f. Your failure to meet the requirement of any law concerning Workers' Compensation, unemployment insurance, social security, disability benefits or the Fair Labor Standards Act of 1938 and its amendments; or any similar laws;
 - g. Any insured's liability as a fiduciary under:
 - (1) **EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974** and its amendments; or

- (2) **INTERNAL REVENUE CODE OF 1986** (including the **INTERNAL REVENUE CODE OF 1954**) and its amendments;

h. Any claims for injury or damage to a person or organization arising from:

- (1) Refusal to employ that person;
- (2) Termination of that person's employment;
- (3) **Employment-related Discrimination**, or employment-related practices, policies, acts or omissions, such as coercion, demotion, failure to promote, evaluation, criticism, reassignment, discipline, defamation, self-defamation, harassment, humiliation directed at that person or organization;
- (4) Consequential injury or damage as a result of (1) through (3) above;
- i. The act of terminating or altering any of **your employee benefits program**

C. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any suit against an insured we defend:

- 1. All expenses we incur.
- 2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to \$250 a day because of time off from work.
- 4. All costs taxed against the insured in the suit.
- 5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

If we defend an insured against a **suit** and an indemnitee of the insured is also named as a party to the **suit**, we will defend that indemnitee if all of the following conditions are met:

- a. The **suit** against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a written contract or agreement;
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend or the cost of the defense of that indemnitee, has also been assumed by the insured in the same written contract or agreement.
- d. The allegation in the **suit** and the information we know about the negligent act, error or omission are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such **suit** and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the **suit**; and
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **suit**; and

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the **suit**; and
- (b) Conduct and control the defense of the indemnitee in such **suit**.

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Our obligation to defend an insured's indemnitee and to pay for attorney's fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

Section II - Who is an Insured

1. We cover each of the following as insureds under this Coverage Form:

- a. You; and
- b. Your **employees**, but only with respect to the **administration of your employee benefits program** and
- c. Any other person or organization authorized to perform the **administration of your employee benefits program**.

2. In addition, if you are designated in the Declarations as:

- a. An individual:

- i. Your spouse is an insured, but only with respect to the **administration of your employee benefits program** and
 - ii. Your legal representatives are insureds if you die, but only with respect to duties in the **administration of your employee benefits program**. That representative will have all your rights and duties under this endorsement.
- b. A partnership or joint venture:
- i. Your partners or your members are insureds, but only with respect to the **administration of your employee benefits program** and
 - ii. The spouses of your partners or your members are also insureds, but only with respect to the **administration of your employee benefits program**.
- c. A limited liability company:
- i. Your members are insureds, but only with respect to the **administration of your employee benefits program** and
 - ii. Your managers are insureds, but only with respect to the **administration of your employee benefits program**.
- d. A corporation:
- i. Your **executive officers** and directors are insureds, but only with respect to the **administration of your employee benefits program** and
 - ii. Your stockholders are also insureds, but only with respect to their liability as stockholders and only with respect to the **administration of your employee benefits program**.

Any organization which you newly acquire or form, other than a partnership or joint venture, and over which you maintain a primary and controlling interest will be considered an insured if there is no similar insurance available to that organization. However, coverage under this provision is afforded only until the end of the policy period.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations of this Coverage Form.

Section III - Limits of Insurance

1. The Limits of Insurance stated in the Declarations of this Coverage Form and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Negligent acts, errors or omissions causing injury or damage;
 - c. Claims made or suits brought;
 - d. Persons or organizations making claims or bringing suits; or
 - e. Plans included in your **employee benefits program**.
2. The Aggregate Limit is the most we will pay for all damages because of negligent acts, errors or omissions in the **administration of your employee benefits program**, covered by this policy.
3. Subject to 2. above, the Each Employee Limit is the most we will pay for the sum of all damages incurred because of damages sustained, covered by this policy, by:
 - a. Any one **employee**, and
 - b. That **employee's** dependents or stated beneficiaries.
4. The limits of this Coverage Part apply separately to each consecutive annual policy period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

Section IV - Conditions

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event of a Negligent Act, Error, Omission, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an alleged negligent act, error, omission, claim or **suit** which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the alleged negligent act, error, or omission took place;
- (2) The names and addresses of the persons or their representatives alleging the negligent act, error or omission;
- (3) The nature of any injury or damage arising out of the negligent act, error or omission.

- b. If a claim is made or **suit** is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or **suit** and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or **suit** as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the **suit**; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a **suit** asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

This insurance is excess over any other valid and collectible similar insurance or insurance expressly purchased to provide this coverage, available to the insured.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representation

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.

8. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Application of Insurance Services Office Endorsements Attached to This Coverage Part

In the event that an Insurance Services Office Endorsement is attached to this Coverage Part, it shall apply to this insurance even if the Insurance Services Office endorsement does not include Employee Benefits Administration Errors and Omissions Insurance within the introductory language of the endorsement.

Section V - Definitions

With respect to coverage provided by this Coverage Form, the following definitions apply:

1. **Administration** means performance of the ministerial functions of **your employee benefits program** and could include:
 - a. Applying the program rules to determine who is eligible to participate in benefits;
 - b. Calculating service and compensation credits of **employees**;
 - c. Preparing messages to tell **employees** about their benefits;
 - d. Maintaining service and employment records of those **employees** participating in **your employee benefits program**;
 - e. Preparing reports required by government agencies;
 - f. Calculating benefits;
 - g. Informing new **employees** about **your employee benefits program**;
 - h. Implementing enrollment instructions from your **employees** in **your employee benefits program**;
 - i. Advising, other than legal advice, **employees** who are participating in **your employee benefits program** of their rights and options;
 - j. Collecting contributions and applying them as called for under the rules of **your employee benefits program**;
 - k. Preparing benefits reports for your **employees** participating in **your employee benefits program**;
 - l. Processing claims.
2. **Bodily Injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. **Coverage territory** means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada; or

- b. All parts of the world if the insured's responsibility to pay damages is determined in a **suit** on the merits, in the territory described in a. above or in a settlement to which we agree.
4. **Employee** means your **executive officers** or any persons who have been employed and compensated by you, whether actively employed, formerly employed, disabled or retired, and includes **leased workers** and **temporary workers** if they are subject to your **employee benefits program**.
5. **Employment-related discrimination** means the actual or alleged treatment of a person or group of persons based upon their race, color, nationality, ethnic origin, religion, gender, marital status, reproductive status, age, sexual orientation, sexual preference, physical disability, mental disability or on any basis which is prohibited by federal, state local law.
6. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, by laws or any other similar governing document.
7. **Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.
8. **Personal Injury** means injury, other than **bodily injury**, arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
 - Malicious prosecution;
 - The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - Oral or written publication of material that slanders, or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - Oral or written publication of material that violates a person's right of privacy.
9. **Property Damage** means:
- Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
10. **Suit** means a civil proceeding in which damages because of a negligent act, error or omission to which this insurance applies are alleged. **Suit** includes:
- An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent.
 - Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
11. **Temporary worker** means a person who is furnished to you to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions. **Temporary worker** does not mean a **leased worker**.
12. **Your employee benefits program** means a type of insurance or other plan you maintain solely for the benefit of your employees and could include one or more of the following types:
- Group life insurance; group accident, dismemberment, dental, health insurance; health care and dependent care spending plans; legal advice plans; or educational tuition reimbursement plans;
 - Profit sharing plans; savings plans including 401K and 403B plans; pension plans and stock subscription plans;
 - Unemployment insurance; social security benefits; workers' compensation and disability benefits insurance

CRIME

Crime

CR

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

PORTFOLIO POLICY (R)

CRIME AND FIDELITY DECLARATIONS

Insurance is provided only for those Insuring Agreements, Limits of Insurance and Endorsements shown below.

Insuring Agreements

Loss Sustained Form

	Limit of Insurance	Deductible
EMPLOYEE THEFT	\$ 50,000	\$ 1,000
FORGERY OR ALTERATION	\$ 50,000	\$ 1,000

Employee Benefit Plan(s) Included As Named Insureds:
TBD

OTHER INSURING AGREEMENTS .

COVERAGE IS WRITTEN:

X PRIMARY EXCESS COINDEMNITY CONCURRENT
LIMITS OF INSURANCE AND DEDUCTIBLES:

INSURING AGREEMENTS	LIMIT OF INSURANCE PER OCCURRENCE	DEDUCTIBLE AMOUNT PER OCCURRENCE
3. INSIDE THE PREMISES-THEFT OF MONEY AND SECURITIES	\$ 50,000	\$ 1,000
4. INSIDE THE PREMISES-ROBBERY SAFE BURGLARY OF OTHER PROPERTY	\$ NOT COVERED	\$
5. OUTSIDE THE PREMISES	\$ 50,000	\$ 1,000
6. COMPUTER AND FUNDS TRANSFER	\$ 50,000	\$ 1,000
7. MONEY ORDERS AND COUNTERFEIT MONEY	\$ 25,000	\$ 1,000

Location (of Premises) 001 Includes Locations 003 004 005

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

PORTFOLIO POLICY (R)

CRIME AND FIDELITY DECLARATIONS (CONTINUED)

Commercial Crime Supplementary State Endorsements

CALIFORNIA CHANGES - ESCROW AGENT (CR 01 50 08 07)

CHANGE IN CONTROL OF THE INSURED - NOTICE TO THE COMPANY - CALIFORNIA
(CR 02 56 08 07)

Commercial Crime Coverage Form - Loss Sustained Form

CR 00 21 08 13

Policy Amendment(s) Commercial Crime and Fidelity Coverage

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is or is not covered.

Throughout this Policy, the words **you** and **your** refer to the Named Insured shown in the Declarations. The words **we**, **us** and **our** refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

A. **Insuring Agreements** Coverage is provided under the following Insuring Agreements for which a Limit Of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an **occurrence** taking place during the Policy Period shown in the Declarations, except as provided in Condition E.1.k. or E.1.l., which is **discovered** by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.1.g.:

1. Employee Theft

We will pay for loss of or damage to **money**, **securities** and **other property** resulting directly from **theft** committed by an **employee**, whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, **theft** shall also include forgery.

2. Forgery Or Alteration

a. We will pay for loss resulting directly from **forgery** or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in **money** that are:

(1) Made or drawn by or drawn upon you; or

(2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

b. If you are sued for refusing to pay any instrument covered in Paragraph 2.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay for such legal expenses is in addition to the Limit of Insurance applicable to this Insuring Agreement.

3. Inside The Premises - Theft Of Money And Securities

We will pay for:

a. Loss of **money** and **securities** inside the **premises** or **financial institution premises**

(1) Resulting directly from **theft** committed by a person present inside such **premises** or **financial institution premises**; or

(2) Resulting directly from disappearance or destruction.

This Form must be attached to Change Endorsement when issued after the policy is written. One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

- b. Loss from damage to the **premises** or its exterior resulting directly from an actual or attempted **theft** of **money** and **securities**, if you are the owner of the **premises** or are liable for damage to it.
 - c. Loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the **premises** resulting directly from an actual or attempted **theft** of, or unlawful entry into, those containers.
4. Inside The Premises - Robbery Or Safe Burglary Of Other Property

We will pay for:

- a. Loss of or damage to **other property**:
 - (1) Inside the **premises** resulting directly from an actual or attempted **robbery** of a **custodian**; or
 - (2) Inside the **premises** in a safe or vault resulting directly from an actual or attempted **safe burglary**.
- b. Loss from damage to the **premises** or its exterior resulting directly from an actual or attempted **robbery** or **safe burglary** of **other property**, if you are the owner of the **premises** or are liable for damage to it.
- c. Loss of or damage to a locked safe or vault located inside the **premises** resulting directly from an actual or attempted **robbery** or **safe burglary**.

5. Outside The Premises

We will pay for:

- a. Loss of **money** and **securities** outside the **premises** in the care and custody of a **messenger** or an armored motor vehicle company resulting directly from **theft**, disappearance or destruction.
- b. Loss of or damage to **other property** outside the **premises** in the care and custody of a **messenger** or an armored motor vehicle company resulting directly from an actual or attempted **robbery**.

6. Computer And Funds Transfer Fraud

a. We will pay for:

- (1) Loss resulting directly from a fraudulent:
 - (a) Entry of **electronic data** or **computer program** into; or
 - (b) Change of **electronic data** or **computer program** within;

any **computer system** owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to Paragraphs 6.a.(1)(a) and 6.a.(1)(b):

- (i) **Money, securities** or **other property** to be transferred, paid or delivered; or
- (ii) Your account at a **financial institution** to be debited or deleted.

- (2) Loss resulting directly from a **fraudulent instruction** directing a **financial institution** to debit your **transfer account** and transfer, pay or deliver **money** or **securities** from that account.

- b. As used in Paragraph 6.a.(1), fraudulent entry or fraudulent change of **electronic data** or **computer program** shall include such entry or change made by an **employee** acting, in good faith, upon a **fraudulent instruction** received from a computer software contractor who has a written agreement with you to design, implement or service **computer programs** for a **computer system** covered under this Insuring Agreement.

7. Money Orders And Counterfeit Money

We will pay for loss resulting directly from your having, in good faith, accepted in exchange for merchandise, **money** or services:

- a. Money orders issued by any post office, express company or **financial institution** that are not paid upon presentation; or

- b. **Counterfeit money** that is acquired during the regular course of business.

B. Limit Of Insurance

The most we will pay for all loss resulting directly from an **occurrence** is the applicable Limit Of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or coverages.

C. Deductible

We will not pay for loss resulting directly from an **occurrence** unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

D. Exclusions

1. This insurance does not cover:

- a. Acts Committed By You, Your Partners Or Your Members

Loss resulting from **theft** or any other dishonest act committed by:

- (1) You; or

- (2) Any of your partners or **members**

whether acting alone or in collusion with other persons.

- b. Acts Committed By Your Employees Learned Of By You Prior To The Policy Period

Loss caused by an **employee** if the **employee** had also committed **theft** or any other dishonest act prior to the effective date of this insurance and you or any of your partners, **members**, **managers**, officers, directors or trustees, not in collusion with the **employee**, learned of such **theft** or dishonest act prior to the Policy Period shown in the Declarations.

- c. Acts Committed By Your Employees, Managers, Directors, Trustees Or Representatives

Loss resulting from **theft** or any other dishonest act committed by any of your **employees**, **managers**, directors, trustees or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
(2) While performing services for you or otherwise;

except when covered under Insuring Agreement A.1.

- d. Confidential Or Personal Information

Loss resulting from:

- (1) The disclosure of your or another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
(2) The use of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.

- e. Data Security Breach

Fees, costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

f. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

g. Indirect Loss

Loss that is an indirect result of an **occurrence** covered by this insurance including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to **money, securities or other property**;
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance; or
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

h. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement A.2.

i. Nuclear Hazard

Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

j. Pollution

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

k. War And Military Action

Loss or damage resulting from:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Insuring Agreement A.1. does not cover:

a. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

b. Trading

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

c. Warehouse Receipts

Loss resulting from the fraudulent or dishonest signing, issuing, cancelling or failing to cancel, a warehouse receipt or any papers connected with it.

3. Insuring Agreements A.3., A.4. and A.5. do not cover:

a. Accounting Or Arithmetical Errors Or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

b. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

c. Fire

Loss or damage resulting from fire, however caused, except:

(1) Loss of or damage to **money** and **securities**; and

(2) Loss from damage to a safe or vault.

d. Money Operated Devices

Loss of property contained in any money operated device unless the amount of **money** deposited in it is recorded by a continuous recording instrument in the device.

e. Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

f. Transfer Or Surrender Of Property

(1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the **premises** or **financial institution premises**

(a) On the basis of unauthorized instructions; or

(b) As a result of a threat including, but not limited to:

(i) A threat to do bodily harm to any person;

(ii) A threat to do damage to any property;

(iii) A threat to introduce a denial of service attack into any **computer system**;

(iv) A threat to introduce a virus or other malicious instruction into any **computer system** which is designed to damage, destroy or corrupt **electronic data** or **computer programs** stored within the **computer system**;

(v) A threat to contaminate, pollute or render substandard your products or goods; or

(vi) A threat to disseminate, divulge or utilize:

i. Your confidential information;

ii. Confidential or personal information of another person or organization; or

iii. Weaknesses in the source code within any **computer system**.

(2) But, this exclusion does not apply under Insuring Agreement A.5. to loss of **money**, **securities** or **other property** while outside the **premises** in the care and custody of a messenger if you:

(a) Had no knowledge of any threat at the time the conveyance began; or

(b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the **premises** or its exterior, or to any safe, vault, cash register, cash box, cash drawer or **other property** by vandalism or malicious mischief.

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone else acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Insuring Agreement A.6. does not cover:

a. Authorized Access

Loss resulting from a fraudulent:

(1) Entry of **electronic data** or **computer program** into; or

(2) Change of **electronic data** or **computer program** within;

any **computer system** owned, leased or operated by you by a person or organization with authorized access to that **computer system**, except when covered under Insuring Agreement A.6.b.

b. Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

c. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

d. Fraudulent Instructions

Loss resulting from an **employee** or **financial institution** acting upon any instruction to:

(1) Transfer, pay or deliver **money**, **securities** or **other property**; or

(2) Debit or delete your account;

which instruction proves to be fraudulent, except when covered under Insuring Agreement A.6.a.(2) or A.6.b.

e. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

E. Conditions

The following conditions apply in addition to the Common Policy Conditions:

1. Conditions Applicable To All Insuring Agreements

a. Additional Premises Or Employees

If, while this insurance is in force, you establish any additional **premises** or hire additional **employees**, other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of, another entity, such **premises** and **employees** shall automatically be covered under this insurance. Notice to us of an increase in the number of **premises** or **employees** is not required, and no additional premium will be charged for the remainder of the Policy Period shown in the Declarations.

b. Concealment, Misrepresentation Or Fraud

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceals or misrepresents a material fact concerning:

(1) This insurance;

(2) The property covered under this insurance;

(3) Your interest in the property covered under this insurance; or

(4) A claim under this insurance.

c. Consolidation - Merger Or Acquisition

If you consolidate or merge with, or purchase or acquire the assets or liabilities of, another entity:

- (1) You must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this insurance to such consolidated or merged entity or such purchased or acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium; but
- (2) For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this insurance shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all **occurrences** causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

d. Cooperation

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

e. Duties In The Event Of Loss

After you **discover** a loss or a situation that may result in loss of or damage to **money, securities or other property**, you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement A.1. or A.2.) involves a violation of law, you must also notify the local law enforcement authorities;

- (2) Give us a detailed, sworn proof of loss within 120 days;
- (3) Cooperate with us in the investigation and settlement of any claim;
- (4) Produce for our examination all pertinent records;
- (5) Submit to examination under oath at our request and give us a signed statement of your answers; and
- (6) Secure all of your rights of recovery against any person or organization responsible for the loss and do nothing to impair those rights.

f. Employee Benefit Plans

The **employee benefit plans** shown in the Declarations (hereinafter referred to as Plan) are included as Insureds under Insuring Agreement A.1., subject to the following:

- (1) If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator is responsible for selecting a Limit of Insurance for Insuring Agreement A.1. that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required under ERISA as if each Plan were separately insured.
- (2) With respect to loss sustained or **discovered** by any such Plan, Insuring Agreement A.1. is replaced by the following:

We will pay for loss of or damage to **money, securities and other property** resulting directly from fraudulent or dishonest acts committed by an **employee**, whether identified or not, acting alone or in collusion with other persons.

- (3) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.

- (4) If two or more Plans are insured under this insurance, any payment we make for loss:

- (a) Sustained by two or more Plans; or
- (b) Of commingled **money, securities or other property** of two or more Plans;

resulting directly from an **occurrence**, will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required under ERISA for each Plan bears to the total of those limits.

- (5) The Deductible Amount applicable to Insuring Agreement A.1. does not apply to loss sustained by any Plan.

g. Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is **discovered** by you:

- (1) No later than one year from the date of that cancellation. However, this extended period to **discover** loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- (2) No later than one year from the date of that cancellation with regard to any **employee benefit plan**.

h. Joint Insured

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

- (2) If any Insured, or partner, **member** or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.

- (3) An **employee** of any Insured is considered to be an **employee** of every Insured.

- (4) If this insurance or any of its coverages are cancelled as to any Insured, loss sustained by that Insured is covered only if it is **discovered** by you:

- (a) No later than one year from the date of that cancellation. However, this extended period to **discover** loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

- (b) No later than one year from the date of that cancellation with regard to any **employee benefit plan**.

- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.

- (6) Payment by us to the first Named Insured for loss sustained by any Insured, or payment by us to any **employee benefit plan** for loss sustained by that Plan, shall fully release us on account of such loss.

i. Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within two years from the date you **discovered** the loss.

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

j. Liberalization

If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this insurance.

k. Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate

- (1) Loss Sustained Partly During This Insurance And Partly During Prior Insurance

If you **discover** loss during the Policy Period shown in the Declarations, resulting directly from an **occurrence** taking place:

- (a) Partly during the Policy Period shown in the Declarations; and
- (b) Partly during the policy period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

and this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this policy period. We will then settle the remaining amount of loss that you sustained during the policy period(s) of the prior insurance.

- (2) Loss Sustained Entirely During Prior Insurance

If you **discover** loss during the Policy Period shown in the Declarations, resulting directly from an **occurrence** taking place entirely during the policy period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

- (a) This insurance became effective at the time of cancellation of the prior insurance; and
- (b) The loss would have been covered under this insurance had it been in effect at the time of the **occurrence**

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the policy period(s) of any other prior insurance.

- (3) In settling loss under Paragraphs k.(1) and k.(2):

- (a) The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior insurance issued by us.

- (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this insurance. If no loss was sustained under this insurance, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this insurance, or the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

We will not apply any other Deductible Amount that may have been applicable to the loss.

- (4) The following examples demonstrate how we will settle losses subject to this condition:

Example Number 1

The Insured sustained a covered loss of \$10,000 resulting directly from an **occurrence** taking place during the terms of Policy A and Policy B.

Policy A

The current policy. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

Policy B

Issued prior to Policy A. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

The amount of loss sustained under Policy A is \$2,500 and under Policy B, \$7,500.

The highest single Limit of Insurance applicable to this entire loss is \$50,000 written under Policy A. The Policy A Deductible Amount of \$5,000 applies. The loss is settled as follows:

- (a) The amount of loss sustained under Policy A (\$2,500) is settled first. The amount we will pay is nil (\$0.00) because the amount of loss is less than the Deductible Amount (i.e.,

\$2,500 loss - \$5,000 deductible = \$0.00).

- (b) The remaining amount of loss sustained under Policy B (\$7,500) is settled next. The amount recoverable is \$5,000 after the remaining Deductible Amount from Policy A of \$2,500 is applied to the loss (i.e., \$7,500 loss - \$2,500 deductible = \$5,000).

The most we will pay for this loss is \$5,000.

Example Number 2

The Insured sustained a covered loss of \$250,000 resulting directly from an **occurrence** taking place during the terms of Policy A and Policy B.

Policy A

The current policy. Written at a Limit of Insurance of \$125,000 and a Deductible Amount of \$10,000.

Policy B

Issued prior to Policy A. Written at a Limit of Insurance of \$150,000 and a Deductible Amount of \$25,000.

The amount of loss sustained under Policy A is \$175,000 and under Policy B, \$75,000.

The highest single Limit of Insurance applicable to this entire loss is \$150,000 written under Policy B. The Policy A Deductible Amount of \$10,000 applies. The loss is settled as follows:

- (a) The amount of loss sustained under Policy A (\$175,000) is settled first. The amount we will pay is the Policy A Limit of \$125,000 because \$175,000 loss - \$10,000 deductible = \$165,000, which is greater than the \$125,000 policy limit.

- (b) The remaining amount of loss sustained under Policy B (\$75,000) is settled next. The amount we will pay is \$25,000 (i.e., \$150,000 Policy B limit - \$125,000 paid under Policy A = \$25,000).

The most we will pay for this loss is \$150,000.

Example Number 3

The Insured sustained a covered loss of \$2,000,000 resulting directly from an **occurrence** taking place during the terms of Policies A, B, C and D.

Policy A

The current policy. Written at a Limit of Insurance of \$1,000,000 and a Deductible Amount of \$100,000.

Policy B

Issued prior to Policy A. Written at a Limit of Insurance of \$750,000 and a Deductible Amount of \$75,000.

Policy C

Issued prior to Policy B. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

Policy D

Issued prior to Policy C. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

The amount of loss sustained under Policy A is \$350,000; under Policy B, \$250,000; under Policy C, \$600,000; and under Policy D, \$800,000.

The highest single Limit of Insurance applicable to this entire loss is \$1,000,000 written under Policy A. The Policy A Deductible Amount

of \$100,000 applies. The loss is settled as follows:

- (a) The amount of loss sustained under Policy A (\$350,000) is settled first. The amount we will pay is \$250,000 (i.e., \$350,000 loss - \$100,000 deductible = \$250,000).
- (b) The amount of loss sustained under Policy B (\$250,000) is settled next. The amount we will pay is \$250,000 (no deductible is applied).
- (c) The amount of loss sustained under Policy C (\$600,000) is settled next. The amount we will pay is \$500,000, the policy limit (no deductible is applied).
- (d) We will not make any further payment under Policy D, as the maximum amount payable under the highest single Limit of Insurance applying to the loss of \$1,000,000 under Policy A has been satisfied.

The most we will pay for this loss is \$1,000,000.

I. Loss Sustained During Prior Insurance Not Issued By Us Or Any Affiliate

- (1) If you **discover** loss during the Policy Period shown in the Declarations, resulting directly from an **occurrence** taking place during the policy period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this insurance, provided:

- (a) This insurance became effective at the time of cancellation of the prior insurance; and
- (b) The loss would have been covered under this insurance had it been in effect at the time of the **occurrence**.

(2) In settling loss subject to this condition:

(a) The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior cancelled insurance.

(b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the prior cancelled insurance.

(3) The insurance provided under this condition is subject to the following:

(a) If loss covered under this condition is also partially covered under Condition E.I.k., the amount recoverable under this condition is part of, not in addition to, the amount recoverable under Condition E.I.k.

(b) For loss covered under this condition that is not subject to Paragraph 1.(3)(a), the amount recoverable under this condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this insurance and is limited to the lesser of the amount recoverable under:

(i) This insurance as of its effective date; or

(ii) The prior cancelled insurance had it remained in effect.

m. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows:

(1) Primary Insurance

When this insurance is written as primary insurance, and:

(a) You have other insurance subject to the same terms and conditions as this insurance, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit Of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.

(b) You have other insurance covering the same loss other than that described in Paragraph m.(1)(a), we will only pay for the amount of loss that exceeds:

(i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or

(ii) The Deductible Amount shown in the Declarations;

whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance.

(2) Excess Insurance

(a) When this insurance is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.

(b) However, if loss covered under this insurance is subject to a deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount

applicable to that other insurance.

n. **Ownership Of Property: Interests Covered**

The property covered under this insurance is limited to property:

- (1) That you own or lease;
- (2) That is held by you in any capacity; or
- (3) For which you are legally liable, provided you were liable for the property prior to the time the loss was sustained.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

o. **Records**

You must keep records of all property covered under this insurance so we can verify the amount of any loss.

p. **Recoveries**

- (1) Any recoveries, whether effected before or after any payment under this insurance, whether made by us or by you, shall be applied net of the expense of such recovery:
 - (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance;
 - (b) Second, to us in satisfaction of amounts paid in settlement of your claim;
 - (c) Third, to you in satisfaction of any Deductible Amount; and
 - (d) Fourth, to you in satisfaction of any loss not covered under this insurance.

- (2) Recoveries do not include any recovery:

- (a) From insurance, suretyship, re-insurance, security or indemnity taken for our benefit; or

- (b) Of original **securities** after duplicates of them have been issued.

q. **Territory**

This insurance covers loss that you sustain resulting directly from an **occurrence** taking place within the United States of America (including its territories and possessions), Puerto Rico and Canada.

r. **Transfer Of Your Rights Of Recovery Against Others To Us**

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

s. **Valuation - Settlement**

The value of any loss for purposes of coverage under this insurance shall be determined as follows:

(1) **Money**

Loss of **money** but only up to and including its face value. We will, at your option, pay for loss of **money** issued by any country other than the United States of America:

- (a) At face value in the **money** issued by that country; or
- (b) In the United States of America dollar equivalent, determined by the rate of exchange published in **The Wall Street Journal** on the day the loss was **discovered**.

(2) **Securities**

Loss of **securities** but only up to and including their value at the close of

business on the day the loss was **discovered**. We may, at our option:

- (a) Pay the market value of such **securities** or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those **securities**; or
- (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **securities**. However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

- (i) Market value of the **securities** at the close of business on the day the loss was **discovered**; or
- (ii) Limit of Insurance applicable to the **securities**.

(3) **Property Other Than Money And Securities**

- (a) Loss of or damage to **other property** or loss from damage to the **premises** or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:

- (i) The Limit of Insurance applicable to the lost or damaged property;
- (ii) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or
- (iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

- (b) We will not pay on a replacement cost basis for any loss or damage to property covered under Paragraph s.(3)(a):

- (i) Until the lost or damaged property is actually repaired or replaced; and
- (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

- (c) We will, at your option, pay for loss or damage to such property:

- (i) In the **money** of the country in which the loss or damage was sustained; or
- (ii) In the United States of America dollar equivalent of the **money** of the country in which the loss or damage was sustained, determined by the rate of exchange published in The Wall Street Journal on the day the loss was **discovered**

- (d) Any property that we pay for or replace becomes our property.

2. **Conditions Applicable To Insuring Agreement A.1.**

a. **Termination As To Any Employee**

This Insuring Agreement terminates as to any **employee**:

- (1) As soon as:

- (a) You; or
- (b) Any of your partners, **members**, **managers**, officers, directors or trustees not in collusion with the **employee**;

learn of **theft** or any other dishonest act committed by the **employee** whether before or after becoming employed by you; or

- (2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

b. Territory

We will pay for loss caused by any **employee** while temporarily outside the territory specified in Territory Condition E.1.q. for a period of not more than 90 consecutive days.

3. Conditions Applicable To Insuring Agreement A.2.

a. Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement A.2.

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss that you sustain resulting directly from an **occurrence** taking place anywhere in the world. Territory Condition E.1.q. does not apply to Insuring Agreement A.2.

4. Conditions Applicable To Insuring Agreements A.4. And A.5.

a. Armored Motor Vehicle Companies

Under Insuring Agreement A.5., we will only pay for the amount of loss you cannot recover:

- (1) Under your contract with the armored motor vehicle company; and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one **occurrence** of loss of or damage to:

- (1) Precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or
- (2) Manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Insuring Agreement A.6.

a. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one **occurrence** of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss that you sustain resulting directly from an **occurrence** taking place anywhere in the world. Territory Condition E.1.q. does not apply to Insuring Agreement A.6.

F. Definitions

1. **Computer program** means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enable the computer or devices to receive, process, store or send **electronic data**.

2. **Computer system** means:

a. Computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;

b. Systems and applications software; and

c. Related communications networks;

by which **electronic data** is collected, transmitted, processed, stored or retrieved.

3. **Counterfeit money** means an imitation of money which is intended to deceive and to be taken as genuine.

4. **Custodian** means you, or any of your partners or members or any employee while having care and custody of property inside the premises, excluding any person while acting as a watchperson or janitor.

5. **Discover** or **discovered** means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

Discover or **discovered** also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.

6. **Electronic data** means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on data storage devices, including hard or floppy disks, CD-ROMs, tapes,

drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

7. **Employee:**

a. Means:

(1) Any natural person:

(a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to theft or any dishonest act committed by the employee;

(b) Whom you compensate directly by salary, wages or commissions; and

(c) Whom you have the right to direct and control while performing services for you;

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent employee, as defined in Paragraph 7.a.(1), who is on leave; or

(b) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you;

(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph 7.a.(2);

(4) Any natural person who is:

(a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan; or

- (b) Your director or trustee while that person is engaged in handling **money, securities or other property** of any **employee benefit plan**;
- (5) Any natural person who is a former **employee, partner, member, manager, director or trustee** retained by you as a consultant while performing services for you;
- (6) Any natural person who is a guest student or intern pursuing studies or duties;
- (7) Any natural person employed by an entity merged or consolidated with you prior to the effective date of this Policy; and
- (8) Any natural person who is your **manager, director or trustee** while:
 - (a) Performing acts within the scope of the usual duties of an **employee**; or
 - (b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.

b. Does not mean:

Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph 7.a.

8. **Employee benefit plan** means any welfare or pension benefit plan shown in the Declarations that you sponsor and that is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.

9. **Financial institution** means:

- a. With regard to Insuring Agreement A.3.:
 - (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution; or
 - (2) An insurance company.
- b. With regard to Insuring Agreement A.6.:
 - (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;
 - (2) An insurance company; or
 - (3) A stock brokerage firm or investment company.

10. **Financial institution premises** means the interior of that portion of any building occupied by a **financial institution**.

11. **Forgery** means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

12. **Fraudulent instruction** means:

- a. With regard to Insuring Agreement A.6.a.(2):
 - (1) A computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic instruction directing a **financial institution** to debit your **transfer account** and to transfer, pay or deliver **money or securities** from that **transfer account**, which instruction purports to have been issued by you, but which in fact was fraudulently issued by someone else without your knowledge or consent.
 - (2) A written instruction (other than those covered under Insuring Agreement A.2.) issued to a **financial institution** directing the **financial institution** to debit your **transfer account** and to transfer, pay or deliver **money or securities** from that

transfer account, through an electronic funds transfer system at specified times or under specified conditions, which instruction purports to have been issued by you, but which in fact was issued, forged or altered by someone else without your knowledge or consent.

- (3) A computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic or written instruction initially received by you, which instruction purports to have been issued by an **employee**, but which in fact was fraudulently issued by someone else without your or the **employee's** knowledge or consent.

- b. With regard to Insuring Agreement A.6.b.:

A computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic, written or voice instruction directing an **employee** to enter or change **electronic data** or **computer programs** within a **computer system** covered under the Insuring Agreement, which instruction in fact was fraudulently issued by your computer software contractor.

13. **Manager** means a natural person serving in a directorial capacity for a limited liability company.
14. **Member** means an owner of a limited liability company represented by its membership interest who, if a natural person, may also serve as a **manager**.
15. **Messenger** means you, or your relative, or any of your partners or **members** or any **employee** while having care and custody of property outside the **premises**.

16. **Money** means:

- a. Currency, coins and bank notes in current use and having a face value;
- b. Traveler's checks and money orders held for sale to the public; and
- c. In addition, includes:

- (1) Under Insuring Agreements A.1. and A.2., deposits in your account at any financial institution; and
- (2) Under Insuring Agreement A.6., deposits in your account at a **financial institution** as defined in Paragraph F.9.b.

17. **Occurrence** means:

- a. Under Insuring Agreement A.1.:

- (1) An individual act;
- (2) The combined total of all separate acts whether or not related; or
- (3) A series of acts whether or not related;

committed by an **employee** acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition E.1.k. or E.1.l.

- b. Under Insuring Agreement A.2.:

- (1) An individual act;
- (2) The combined total of all separate acts whether or not related; or
- (3) A series of acts whether or not related;

committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, except as provided under Condition E.1.k. or E.1.l.

- c. Under all other Insuring Agreements:

- (1) An individual act or event;
- (2) The combined total of all separate acts or events whether or not related; or
- (3) A series of acts or events whether or not related;

committed by a person acting alone or in collusion with other persons, or not committed by any person, during the

Policy Period shown in the Declarations, except as provided under Condition E.1.k. or E.1.l.

18. **Other property** means any tangible property other than **money** and **securities** that has intrinsic value. **Other property** does not include **computer programs**, **electronic data** or any property specifically excluded under this insurance.
19. **Premises** means the interior of that portion of any building you occupy in conducting your business.
20. **Robbery** means the unlawful taking of property from the care and custody of a person by one who has:
 - a. Caused or threatened to cause that person bodily harm; or
 - b. Committed an obviously unlawful act witnessed by that person.
21. **Safe burglary** means the unlawful taking of:
 - a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
 - b. A safe or vault from inside the **premises**.
22. **Securities** means negotiable and nonnegotiable instruments or contracts representing either **money** or property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include **money**.
23. **Theft** means the unlawful taking of property to the deprivation of the Insured.
24. **Transfer account** means an account maintained by you at a **financial institution** from which you can initiate the transfer, payment or delivery of **money** or **securities**:
 - a. By means of computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic instructions; or
 - b. By means of written instructions (other than those covered under Insuring Agreement A.2.) establishing the conditions under which such transfers are to be initiated by such **financial institution** through an electronic funds transfer system.
25. **Watchperson** means any person you retain specifically to have care and custody of property inside the **premises** and who has no other duties.

California Changes - Escrow Agent - CR 01 50 08 07

Policy Amendment(s) Commercial Crime and Fidelity Coverage

This endorsement modifies insurance provided under the following:

Commercial Crime Coverage Form
Commercial Crime Policy
Employee Theft and Forgery Policy

A. The following is added to Section F. Definitions:

1. **Employee** also includes any:

- a. Officer, director or employee of yours who is not compensated when performing acts coming within the scope of the usual duties of an officer or employee of yours; and
- b. Member of any of your committees duly elected or appointed to examine or audit or have custody of your property.

The ownership of all or a portion of the shares of the Named Insured by any

employee shall not be a defense to any suit, action or other legal proceeding against us.

B. The following is added to the **Cancellation Of Policy** Condition:

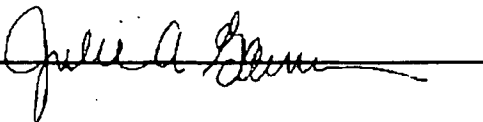
Notice of Cancellation

No cancellation of this policy, whether at your request or our request, shall take effect prior to the expiration of 30 days after written notice of such cancellation has been filed with the Commissioner of Corporations.

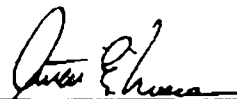
C. Exclusion D.1.a. **Acts Committed By You, Your Partners Or Your Members** is deleted if you are licensed as an escrow agent by the Commissioner of Corporations of the State of California.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



Change in Control of the Insured - Notice to the Company - California CR 02 56 08 07

Policy Amendment(s) Commercial Crime and Fidelity Coverage

This endorsement modifies insurance provided under the following:

Commercial Crime Coverage Form
Commercial Crime Policy
Employee Theft and Forgery Policy

1. The following Condition is added to Section E. Conditions:

Change In Control - Notice To Us

- a. When you learn of a change in control, you shall give us written notice as soon as possible, but not to exceed 60 days from the date of such change in control.
- b. As used in this Condition, control means the power to determine the management or policy of the Insured or of a controlling holding company by virtue of voting stock ownership. A change in ownership of voting stock which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of more than 10% of such stock shall be presumed to result in a change of control for the purpose of the required notice.
- c. Failure to give the required notice shall result in cancellation of coverage for any loss involving a transferee, to be effective upon the date of the stock transfer.
- d. A change in ownership which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of more than 50% of the voting stock of the first Named Insured shall cause this coverage form/policy to be cancelled as set forth in Paragraphs 2., 3. and 4.

2. Under the Commercial Crime Coverage Form, the following Condition is added to Section E. Conditions:

Cancellation Of Coverage

If the first Named Insured is acquired by another entity:

- a. Insuring Agreements 1. and 2. are cancelled immediately upon the effective date of the acquisition.
- b. All other Insuring Agreements (if any) will be cancelled 30 days after we mail or deliver written notice of cancellation to the address of the first Named Insured under this coverage form.

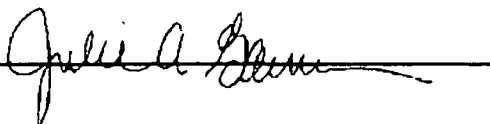
Acquired means a change in control where the power to determine the management or policy of the first Named Insured has changed by virtue of a change of ownership which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of more than 50% of its voting stock, regardless as to the changes to the core functions of the acquired entity.

3. Under the Commercial Crime Policy, the following is added to Paragraph (2) of the Cancellation Of Policy Condition E.1.b.:


This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



If the first Named Insured is acquired by another entity:

- a. Insuring Agreements 1. and 2. are cancelled immediately upon the effective date of the acquisition.
- b. All other Insuring Agreements (if any) will be cancelled 30 days after we mail or deliver written notice of cancellation to the address of the first Named Insured under this policy.

Acquired means a change in control where the power to determine the management or policy of the first Named Insured has changed by virtue of a change of ownership which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of more than 50% of its voting stock, regardless as to the changes to the core functions of the acquired entity.

4. Under the Employee Theft And Forgery Policy, the following is added to Paragraph (2) of the **Cancellation Of Policy Condition E.I.b.:**

This policy is cancelled immediately upon the effective date of the first Named Insured being acquired by another entity. Acquired means a change in control where the power to determine the management or policy of the first Named Insured has changed by virtue of a change of ownership which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of more than 50% of its voting stock, regardless as to the changes to the core functions of the acquired entity.

5. Paragraph (1) of the **Joint Insured Condition** is replaced by the following:

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this coverage form/policy.

INLAND MARINE

Inland Marine

IM

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

PORTFOLIO POLICY (R)

INLAND MARINE DECLARATIONS

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES, LIMITS OF INSURANCE OR LIABILITY OR AMOUNTS OF INSURANCE AND ENDORSEMENTS SHOWN BELOW.

OTHER INLAND MARINE - DATA COMPROMISE COVERAGE DECLARATION

145446DEC 01 07

THESE DECLARATIONS ARE ISSUED IN CONJUNCTION WITH AND ARE A PART OF INLAND MARINE COVERAGE FORM 145446 01 07

DATA COMPROMISE LIMIT OF INSURANCE
\$50,000 PER "PERSONAL DATA COMPROMISE" AND ANNUAL AGGREGATE

LEGAL AND FORENSIC INFORMATION TECHNOLOGY REVIEW SUBLIMIT OF INSURANCE
\$ 5,000 PER "PERSONAL DATA COMPROMISE" AND ANNUAL AGGREGATE

DATA COMPROMISE DEDUCTIBLE
\$ 2,500 PER "PERSONAL DATA COMPROMISE"

ENDORSEMENTS

145501 Payment Card Security Extra Expense Extension Endorsement
145501 10 08

Schedule:

		Limit of Insurance	Deductible
Software and Firewall Upgrade and Scanning Services	Per Personal Data Compromise and Annual Aggregate	\$50,000	
Payment Card Contract Penalties and Chargebacks	Per Personal Data Compromise and Annual Aggregate	\$100,000	5%
Bank Service Charges	Per Personal Data Compromise and Annual Aggregate	\$2,500	
Response Communication Expense	Per Personal Data Compromise and Annual Aggregate	\$10,000	
Promotions Expense	Per Personal Data Compromise and Annual Aggregate	\$5,000	

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

PORTFOLIO POLICY (R)

CONDITIONS (140559 12 86 R)

Conditions - 140559 12 86

Commercial Inland Marine Coverage Form

A. General Conditions

1. **Your name and address** as the Named Insured shall be as specified in the General Declarations.

2. **The Policy Period**

This policy applies only to loss or damage that occurs during the policy period shown in the General Declarations. The policy period begins and ends at 12:01 a.m., Standard Time, at your address shown in the General Declarations. But if this policy replaces a policy which expires at noon Standard Time on the effective date of this policy, then this policy will not be effective until the policy being replaced expires. In those states which require policy periods to begin and end at noon Standard Time, this policy will begin and end at noon Standard Time.

3. **The Declarations** shows you which coverages you have purchased and the limits of insurance that apply. You have only those coverages and amounts of insurance. If this coverage applies only at specified locations, they are shown in the Declarations.

By accepting this policy, you agree that:

- a. the statements in the Declarations are your agreements and representations;
- b. that this policy is issued in reliance on the truth of such representations.

4. **Territorial Limits**

Unless a coverage form attached to this policy indicates otherwise, this policy covers only

within the 48 contiguous states of the United States, the District of Columbia and within the states of Alaska and Hawaii.

5. **Concealment or Fraud**

This policy is void if you have intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.

6. **Abandonment**

You may not abandon any covered property to us without our written consent.

7. **Civil Authority**

We will pay you for your covered property, if covered for the peril of fire, if an order by a civil authority causes your property to be damaged or destroyed during a conflagration in order to retard such disaster.

8. **Suit**

You agree not to sue us or involve us in another action proceeding after 2 years have past since you discovered the occurrence giving rise to such action. If the state law applicable to this coverage requires a different time period within which suit may be brought, this provision is amended to conform to such law.

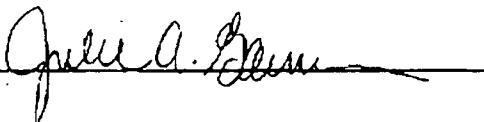
B. Loss Adjustment Provisions

1. **Your Duties After Loss**

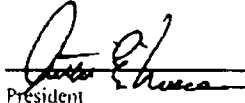
If a loss occurs which this policy may cover, you must see that the following duties are performed:

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



a. Notice of Loss

You must tell us in writing as soon as practical after loss or damage has occurred to your covered property, or after any occurrence that may develop into a claim. You must also file with us or our agent, a detailed sworn proof of loss within ninety (90) days following the occurrence.

b. Protect Property

You shall do what is reasonably necessary to minimize the loss or damage and to protect the covered property from any further loss or damage. Any expense in doing this shall be shared by you and us according to your and our interests. If you move the covered property to a safe place, that property will continue to be covered and we will reimburse you for the reasonable expenses for doing so. You must tell us as soon as practical that you have done this.

2. Examination Under Oath

Before recovering from us for any loss, you shall, if we request:

- a. Permit us to inspect and appraise the damaged property before it is repaired or disposed of;
- b. be examined under oath;
- c. produce others for examination under oath; and,
- d. comply with any other reasonable request we make.

These requests are for the purpose of examining the loss. They shall not mean that we admit liability for any loss or damage.

3. Valuation

If a loss occurs, we will determine the value of the lost or damaged property at its actual cash value, with proper deduction for depreciation, as of the time of loss or damage. We will not pay you more than it would cost to repair or replace the covered property with material of like kind and quality. We will not pay you for any part of the loss or damage

that you have collected from any other source.

4. Settlement of Loss

We will settle substantiated claims within 30 days of our receipt of your statement of loss. We will supply you with the necessary forms.

5. No Benefit to Bailee

No person or organization, other than you, that has custody of the covered property, shall benefit from this insurance.

6. Subrogation

If any person or organization to whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to aid us in any recovery and to protect our rights. If that person or organization does anything to impair our rights after a loss, we will not have to pay the loss.

7. Loss Clause

If you have a loss other than a total loss, we will not reduce the amount of your coverage. However, if you have a total loss, the amount of your coverage shall be reduced by the amount of the item that was lost or destroyed. We will return to you the unearned premium from the date of loss to the end of the current policy period or rating period for which the premium was charged, whichever comes first. You may also request us to apply that unearned premium to the premium due on any item(s) replacing that which was lost or destroyed and for which we have paid a claim.

8. Pair, Set or Parts

If you have a loss to your covered property that is part of a pair or set, we will pay you only for a reasonable and fair proportion of the total value of the pair or set. We will not pay on the basis of a loss to the entire pair or set.

If you have a loss to covered property that is a piece or pieces which belong to something that when complete consists of several parts, we will pay only for the part(s) that are lost or damaged.

9. Appraisal

If you and we fail to agree on the amount of loss, either one can ask that the amount of loss be established by appraisal. To start the appraisal process either you or we must make the request in writing to the other. Each must then choose a competent, independent appraiser and give the name and address of that appraiser to the other. This must be done within 30 days after the written request for appraisal is received.

The two appraisers must then choose a competent and impartial umpire. If they do not agree on an umpire within 15 days, either you or we may have an umpire selected by a court located in the same state as the covered property. The appraisers will then set the amount of the loss. A copy of their report will be given to you and to us. The amount they agree upon will be the amount of loss.

If the appraisers fail to agree within a reasonable period of time, they will give the umpire a statement of their differences. A written agreement signed by any two of the three will set the amount of the loss. You will pay your appraiser and we will pay ours. The umpire's fee and other appraisal expenses will be shared equally by you and us.

If we submit to an appraisal, we will still retain our right to deny the claim.

10. Labeled Goods

If covered property bearing labels, packaging or wrappers is lost or damaged, we will pay you an amount sufficient to replace those labels, packaging or wrappers.

11. Other Insurance

The coverage provided by this policy shall apply only as excess insurance over any other valid and collectible insurance or coverage that applies to the covered property.

12. Impairment of Recovery Rights

If you do anything after a loss that impairs or precludes your right to recover from any other party who may be liable for the loss or damage, we will not pay you. We may also refuse to pay if you make any settlement or

agreement on a loss without our written consent.

13. Recovery

If we recover any part of a loss from another party, after we deduct the expenses of making the recovery we will share the recovery with you. Your share will be the proportion that your share of the loss bears to the total amount of the loss.

14. Loss Payee

If a loss payee is named in the Declarations, we will pay you and the loss payee, as the interest of each may appear.

C. Additional Losses We Do Not Cover

In addition to Causes of Loss We Do Not Cover under this policy, the Governmental Action and Nuclear Hazard Exclusions that follow will apply to coverage under this policy regardless of other governmental action or war risk exclusions or clauses, or nuclear hazard or nuclear exclusions or clauses may appear in this policy. If however, the other clauses, if any, specifically assume these risks, then such other governmental action or war risk exclusions or clauses, or nuclear hazard or nuclear exclusions or clauses shall apply and the following clauses will not apply.

1. Government Action.

We do not cover loss or damage caused by or resulting from seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire is covered under this policy.

2. Nuclear Hazard

We do not cover loss or damage caused by any weapon employing atomic fission or fusion or nuclear reaction or radiation, or radioactive contamination, however caused. But we will pay for direct loss or damage caused by resulting fire if the fire is covered under this policy.

3. War and Military Action

We do not cover loss or damage caused by or resulting from:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or,
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

4. Illegal Transport or Trade

We do not cover loss or damage caused by or resulting from illegal transportation or trade.

D. Definitions

Throughout this policy the terms **you** and **your** mean the person or organization shown in the

General Declarations or coverage Declarations as the Named Insured. **You** and **your** includes partners acting as such when the Named Insured is a partnership and executive officers, directors and stockholders acting as such when the Named Insured is a corporation. **We, us** and **our** mean the Company issuing this policy. The term **policy** means this Property Floater and the coverage forms and endorsements attached to it.

E. Special State Provisions

KANSAS. Suit. If this policy is issued in the State of Kansas, the words **five (5) years** are substituted for the words **twelve (12) months** in Condition A.8.

TEXAS. Notice of Loss and Suit. If this supplemental policy is issued in the State of Texas, the words **ninety-one (91)** are substituted for the word **ninety (90)** in Condition B.1.a. and the words **two (2) years and one (1) day** are substituted for the words **twelve (12) months** in Condition A.8.

In Witness Whereof, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Data Compromise Coverage Form - 145446 01 07

Policy Amendment(s) Commercial Inland Marine Coverage

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words **you** and **your** refer to the Named Insured shown in the Declarations. The words **we**, **us** and **our** refer to the Company providing this insurance.

Some words and phrases that appear in bold face or quotation marks have special meaning. Refer to Definitions.

A. Coverage**1. Covered Cause of Loss**

This Data Compromise Coverage applies only if all of the following conditions are met:

- a. There has been a **personal data compromise**; and
- b. Such **personal data compromise** is first discovered by you during the policy period for which this Data Compromise Coverage is applicable; and
- c. Such **personal data compromise** is reported to us within 60 days of the date it is first discovered by you.

If all three of the conditions listed above have been met, then we will provide you the coverages described in A.2. below, subject to all other terms and conditions of this policy. Please note that service providers must be approved by us as described in Additional Condition F.4.

2. Coverages Provided**a. Legal and Forensic Information Technology Review**

We will pay your necessary and reasonable costs for the following outside professional services.

(1) Legal Services

Professional legal counsel review of the **personal data compromise** and recommendations as to how you should best respond to it.

(2) Forensic Information Technology Services

Professional information technologies review, if needed, to determine, within the constraints of what is possible and reasonable, the nature and extent of the **personal data compromise** and the number and identities of the **affected individuals**.

b. Notification to Affected Individuals

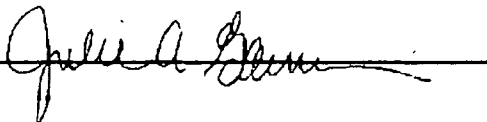
We will pay your necessary and reasonable costs to provide notification of the **personal data compromise** to **affected individuals**.

c. Services to Affected Individuals

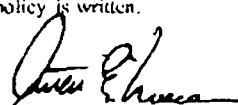
We will pay your necessary and reasonable costs to provide the following services to **affected individuals**.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



(1) Informational Materials

A packet of loss prevention and customer support information.

(2) Help Line

A toll-free telephone line for **affected individuals** with questions about the **personal data compromise** or wanting to request additional services as listed in (3). and (4).

(3) Credit Report and Monitoring

A credit report and an electronic service automatically monitoring for activities to an **affected individual's** credit records. However, this service is subject to the **affected individual** enrolling for this service with the designated service provider.

(4) Identity Restoration Case Management

As respects any **affected individual** who is or appears to be a victim of **identity theft** that may reasonably have arisen from a covered **personal data compromise**, the services of a designated identity restoration professional who will assist that **affected individual** to correct his or her credit and other records and, within the constraints of what is possible and reasonable, to restore control over his or her personal identity.

B. Exclusions

We will not pay for any loss, damage, expense, injury, economic loss, economic detriment, liability, or claim, directly or indirectly arising out of, caused by, resulting from, happening through, or in the consequence of the following:

1. Your intentional or willful complicity in a **personal data compromise**.
2. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.

3. Any **personal data compromise** occurring prior to the first inception of this Data Compromise Coverage.

4. Any third party liability or defense costs.

5. Except as specifically provided under Coverage 2.a.(2) Forensic Information Technology Services, any cost to research any deficiency. This includes, but is not limited to, any deficiency in your systems, procedures or physical security that may have contributed to a **personal data compromise**.

6. Any cost to correct any deficiency. This includes, but is not limited to, any deficiency in your systems, procedures or physical security that may have contributed to a **personal data compromise**.

7. Any fines or penalties. This includes, but is not limited to, fees or surcharges from affected financial institutions.

8. Any criminal investigations or proceedings.

9. Any threat, extortion or blackmail. This includes, but is not limited to, ransom payments and private security assistance.

10. Any virus or other **detrimental code** that is or becomes named and recognized by the CERT Coordination Center, McAfee, Secunia, Symantec, or other comparable third party monitor of virus and **detrimental code** activity. As respects this Data Compromise Coverage only, this exclusion replaces and supersedes the Detrimental Code Exclusion, form 145901.

11. Your intentional or reckless disregard for the security of **personally identifying information** in your care, custody or control.

C. Limits of Insurance

1. The most we will pay under this Data Compromise Coverage form is the Data Compromise Limit indicated in the Declarations that apply to this Coverage Form.

2. The most we will pay under A.2.a. Legal and Forensic Information Technology Review is the Legal and Forensic Information Technology Review Sublimit indicated in the Decla-

rations that apply to this Coverage Form. This sublimit is part of, and not in addition to, the Data Compromise Limit.

3. The Data Compromise Limit and Legal and Forensic Information Technology Review Sublimit are annual aggregate limits and are the most we will pay for the total of all covered costs arising out of all **personal data compromise** events which are discovered by you during the present annual policy period. These limits apply regardless of the number of **personal data compromise** events occurring during the policy period.
4. A **personal data compromise** may be first discovered by you in one policy period but cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such **personal data compromise** will be subject to the Data Compromise Limit and Legal and Forensic Information Technology Sublimit applicable to the policy period when the **personal data compromise** was first discovered by you.
5. Coverage for Services to Affected Individuals is limited to costs to provide such services for a period of up to one year from the date of the notification to the **affected individuals**. Notwithstanding, coverage for Identity Restoration Case Management services initiated within such one year period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.

D. Deductible

All coverages provided under this Coverage Form are subject to the Data Compromise Deductible indicated in the Declarations that apply to this Coverage Form.

You shall be responsible for such deductible amount as respects each **personal data compromise** covered under this Coverage Form.

E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Inland Marine Conditions.

1. Abandonment

There can be no abandonment of any property to us.

2. Duties In The Event Of a Personal Data Compromise

You must see that the following are done in the event of a **personal data compromise**:

- a. Notify the police if a law may have been broken.
- b. Give us prompt notice of the **personal data compromise**. As noted in A.1.c., you must report the **personal data compromise** to us within 60 days of the date you first discover it.
- c. As soon as possible, give us a description of how, when and where the **personal data compromise** occurred.
- d. Take all reasonable steps to protect **personally identifying information** remaining in your care, custody or control. If feasible, preserve evidence of the **personal data compromise**.
- e. Permit us to inspect the property and records proving the **personal data compromise**.
- f. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. In such event, your answers must be signed.
- g. Send us a signed, sworn statement containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- h. Cooperate with us in the investigation or settlement of the claim.

F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Inland Marine Conditions.

1. Due Diligence

You agree to use due diligence to prevent and mitigate loss covered under this Coverage Form. This includes, but is not limited to, complying with reasonable and industry-accepted protocols for providing and maintaining the following:

- a. Physical security for your premises, computer systems and hard copy files;
- b. Computer and Internet security;
- c. Periodic backups of computer data;
- d. Protection for transactions, such as processing credit card, debit card and check payments; and
- e. Disposal of files containing personally identifying information, including shredding hard copy files and destroying physical media used to store electronic data.

2. No Legal Advice Provided

We are not your legal advisor and do not provide legal counsel to you. None of the services we provide under this coverage constitute legal advice to you by us. Our determination of what is or is not covered under this Data Compromise Coverage does not represent legal advice or counsel from us about what you should or should not do.

3. Pre-Notification Consultation

You agree to consult with us prior to the issuance of notification to **affected individuals**. We assume no responsibility under this Data Compromise Coverage for any services promised to **affected individuals** without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under Additional Condition F.4.b. You must provide the following at our pre-notification consultation with you:

- a. The exact list of **affected individuals** to be notified, including contact information.

- b. Information about the **personal data compromise** that may appropriately be communicated with **affected individuals**.

- c. The scope of services that you desire for the **affected individuals**. For example, coverage may be structured to provide fewer services in order to make those services available to more **affected individuals** without exceeding the available Data Compromise Limit.

4. Service Providers

- a. We will only pay under this Data Compromise Coverage for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Coverage Form.

- b. Prior to the Pre-Notification Consultation described in F.3. above, you must come to agreement with us regarding the service provider(s) to be used for the Notification to Affected Individuals and Services to Affected Individuals. We will suggest a service provider. If you prefer to use an alternative service provider, our coverage is subject to the following limitations:

- (1) Such alternate service provider must be approved by us; and
- (2) Our payment for services provided by any alternative service provider will not exceed the amount that we would have paid using the service provider we had suggested.

5. Services

The following conditions apply as respects any services provided to you or any **affected individual** by us, our designees or any service firm paid for under this Data Compromise coverage:

- a. The effectiveness of such services depends on your cooperation and assistance.

- b. All services may not be available or applicable to all **affected individuals**. For example, **affected individuals** who are minors or foreign nationals may not have credit records that can be provided or monitored.
- c. We do not warrant or guarantee that the services paid for in whole or in part by this Coverage Form will end or eliminate all problems associated with a covered **personal data compromise**.
- d. You will have a direct relationship with the professional service firms paid for in whole or in part under this Coverage Form. Those firms work for you.

G. Definitions

With respect to the provisions of this Coverage Form only, the following definitions are added:

1. **Affected Individual** means any person who is your current, former or prospective customer, client, member, director or employee and whose **personally identifying information** is lost, stolen, accidentally released or accidentally published by a **personal data compromise** covered under this Coverage Form. This definition is subject to the following provisions:

- a. **Affected individual** does not include any business or organization. Only an individual person may be an **affected individual**.
- b. An **affected individual** must have a direct relationship with you. The following are examples of individuals who would not meet this requirement:
 - (1) If you aggregate or sell information about individuals as part of your business, **affected individuals** do not include the individuals about whom you keep such information.
 - (2) If you store, process, transmit or transport records, **affected individuals** do not include the individuals whose **personally identifying information** you are storing, proc-

essing, transmitting or transporting for another entity.

- c. An **affected individual** may reside anywhere in the world. However, the coverage and services provided under this Coverage Form are only applicable and available within the Coverage Territory.
2. **Detrimental Code** means any computer virus, program, routine, sub-routine, Trojan horse, worm, script or other code string that destroys, alters or corrupts data or causes a **personal data compromise** regardless of how the **detrimental code** was introduced or acquired.
 3. **Identity Theft** means the fraudulent and illegal use of **personally identifying information**. This includes the fraudulent and illegal use of such information to establish credit accounts, secure loans, enter into contracts or commit crimes.

Identity theft does not include the fraudulent and illegal use of a business name, d/b/a or any other method of identifying a business activity.

Identity theft does not include the fraudulent and illegal use of a valid credit card, credit account or bank account. However, **identity theft** does include the fraudulent and illegal alteration of account profile information, such as the address to which statements are sent.
 4. **Personal Data Compromise** means the loss, theft, accidental release or accidental publication of **personally identifying information** as respects one or more **affected individuals** if such loss, theft, accidental release or accidental publication has or could reasonably result in the fraudulent and illegal use of such information. This definition is subject to the following provisions:
 - a. At the time of the loss, theft, accidental release or accidental publication, the **personally identifying information** must be in your direct care, custody or control.
 - b. **Personal data compromise** does not include the loss, theft, release or publication of information that is in the care, custody or control of a third party to

whom you have directly or indirectly delivered such information for any reason. This includes, but is not limited to, storage, processing, transmission or transportation of such information.

- c. **Personal data compromise** includes disposal or abandonment of **personally identifying information** without appropriate safeguards such as shredding or destruction, subject to the following provisions:

- (1) Your failure to use appropriate safeguards must be accidental and not intentional, reckless or deliberate; and
- (2) Such disposal or abandonment must take place during the time period for which this Data Compromise Coverage is effective.

- d. **Personal data compromise** includes situations where there is a reasonable cause to suspect that such **personally identify-**

ing information has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.

- e. All incidents of **personal data compromise** that are discovered at the same time or arise from the same cause will be considered one **personal data compromise**.

- 5. **Personally Identifying Information** means information that could be used to commit fraud or other illegal activity involving the credit or identity of an **affected individual**. This includes, but is not limited to, Social Security numbers and account numbers correlated with names and addresses.

Personally identifying information does not mean or include information that is otherwise available to the public, such as names and addresses with no correlated Social Security numbers or account numbers.

All other provisions of this policy apply.

Payment Card Security Extra Expense Extension Endorsement **145501 10 08**

Policy Amendment(s) Commercial Inland Marine Coverage.

This endorsement modifies insurance provided under the following:

Data Compromise Coverage Form 145446

Schedule

		Limit of Insurance	Deductible
Software and Firewall Upgrade and Scanning Services	Per Personal Data Compromise and Annual Aggregate	\$50,000	
Payment Card Contract Penalties and Chargebacks	Per Personal Data Compromise and Annual Aggregate	\$100,000	5%
Bank Service Charges	Per Personal Data Compromise and Annual Aggregate	\$2,500	
Response Communication Expense	Per Personal Data Compromise and Annual Aggregate	\$10,000	
Promotions Expense	Per Personal Data Compromise and Annual Aggregate	\$5,000	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Unless otherwise specifically stated, the limits of insurance shown in the Schedule are in addition to the limits of insurance stated elsewhere in this policy.

The coverage granted by this endorsement does not provide nor will it invoke coverage for loss of use, loss of business income or loss of rental income.

1. The following coverages are added to Section A.2.
Coverages Provided of the Data Compromise Coverage Form 145446:

- d. Software and Firewall Upgrade and Scanning Services

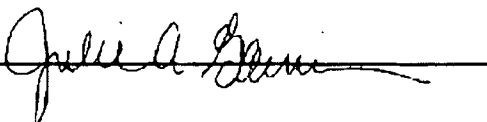
- (1) If you are notified in writing by a **payment card** issuing bank, merchant bank, acquiring bank or other acquiring institution that you are a likely common

point of purchase source of a **personal data compromise** or otherwise involved in a **personal data compromise**, then we will pay the costs for a **PCI forensic investigation** to determine if you are in compliance with the **payment card security standards** applicable to you. The most we will pay for all **PCI forensic investigation** expenses for any one **personal data compromise** is \$5,000.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary



President



This coverage is in addition to the coverage provided in A.2.a.(2) Forensic Information Technology Services.

- (2) If after a **personal data compromise**, it is determined through a **PCI forensic investigation** that you are out of compliance with the **payment card security standards** applicable to you, then we will pay:

a. Your necessary and reasonable costs to purchase and install anti-virus software, point-of-sale system software and firewall protection software that satisfies the requirements of the **payment card security standards** applicable to you. We will not pay for any costs to upgrade hardware, except as outlined in 1.d.(2).b. below. We will not pay for any service or maintenance plans for any software or hardware system.

b. Your necessary and reasonable costs to purchase and install firewall protection hardware that satisfies the requirements of the **payment card security standards** applicable to you. The most we will pay for all firewall protection hardware and its installation expenses for any one **personal data compromise** is \$5,000.

c. The costs for the scanning services of a **qualified security assessor** to certify that your upgraded software and hardware systems meet the requirements of the **payment card security standards** applicable to you. However, we will only pay for the first such scanning services after your software or hardware systems, or both, are upgraded.

- (3) Exclusion B.6. in the Data Compromise Coverage Form does not apply to this coverage.

- (4) Additional Condition F.4. in the Data Compromise Coverage Form does not apply to this coverage.

- (5) Section D. Deductible in the Data Compromise Coverage Form does not apply to this coverage.

- (6) Subject to the sublimits outlined in 1.d.(1) and 1.d.(2).b. above, the most we

will pay for all **PCI forensic investigation** expenses, software system and hardware upgrades and installation and scanning services covered under this coverage grant is the Software and Firewall Upgrade and Scanning Services Limit of Insurance indicated in the schedule of this endorsement.

This limit is not part of, but in addition to, the Data Compromise Limit.

The Software and Firewall Upgrade and Scanning Services Limit and **PCI forensic investigation** and firewall protection hardware sublimits are annual aggregate limits and are the most we will pay for the total of all covered costs arising out of all **personal data compromise** events which are discovered by you during the present annual policy period. These limits apply regardless of the number of **personal data compromise** events occurring during the policy period.

- (7) We will not pay for any **PCI forensic investigation** expenses, software system or hardware upgrades or installation and scanning services unless you or your executive officer, acting on your behalf, have attested compliance with the **payment card industry standards** by completing and signing a **PCI attestation of compliance** within the twelve (12) months immediately preceding the **personal data compromise**.

We will not pay for any **PCI forensic investigation** expenses, software system or hardware upgrades or installation and scanning services if you or your executive officer, acting on your behalf, have fraudulently or intentionally misrepresented that you are in compliance with the **payment card industry standards** in completing the **PCI attestation of compliance**.

- e. **Payment Card Contract Penalties and Chargebacks**

- (1) If after a **personal data compromise**, it is determined through a **PCI forensic investigation** that you are out of compliance with the **payment card security standards** applicable to you, then we will pay your **payment card contract penalties, payment card replacement fees and chargebacks**, arising from a **personal data**

compromise, but only if you have agreed to pay such **payment card contract penalties, payment card replacement fees and chargebacks** in a **merchant service agreement** you have entered into prior to such **personal data compromise**.

- (2) Exclusion B.7. of the Data Compromise Coverage form does not apply to **payment card contract penalties, payment card replacement fees or chargebacks** covered under I.e. Payment Card Contract Penalties and Chargebacks in this endorsement.
- (3) Section D. Deductible of the Data Compromise Coverage Form does not apply to this coverage.
- (4) The most we will pay for all **payment card contract penalties, payment card replacement fees and chargebacks** under this coverage form is the Payment Card Contract Penalties and Chargebacks Limit of Insurance indicated in the schedule of this endorsement.

This limit is not part of, but in addition to, the Data Compromise Limit.

The Payment Card Contract Penalties and Chargebacks Limit is an annual aggregate limit and is the most we will pay for the total of all covered costs arising out of all **personal data compromise** events which are discovered by you during the present annual policy period. This limit applies regardless of the number of **personal data compromise** events occurring during the policy period.

(5) Deductible

We will pay only that part of **payment card contract penalties, payment card replacement fees and chargebacks** that exceeds the deductible amount that applies to the Payment Card Contract Penalties and Chargebacks coverage indicated on the schedule of this endorsement. The deductible amount will be an amount equal to a percentage (as shown in the Schedule applicable to Payment Card Contract Penalties and Chargebacks) of the total amount of the covered loss for **payment card contract penalties, payment card replacement fees and chargebacks** arising from the **personal data compromise**. We will then pay the

amount of loss in excess of the deductible, up to the applicable Limit of Insurance.

You shall be responsible for such deductible amount as respects each **personal data compromise** covered under this Coverage Form in addition to any applicable deductibles contained in the Data Compromise Coverage Form.

- (6) We will not pay for any **payment card contract penalties, payment card replacement fees or chargebacks** unless you or your executive officer, acting on your behalf, have attested compliance with the **payment card industry standards** by completing and signing a **PCI attestation of compliance** within the twelve (12) months immediately preceding the **personal data compromise**.

We will not pay for any **payment card contract penalties, payment card replacement fees or chargebacks** if you or your executive officer, acting on your behalf, have fraudulently or intentionally misrepresented that you are in compliance with the **payment card industry standards** in completing the **PCI attestation of compliance**.

f. Bank Service Charges

- (1) We will pay the **bank service charges** you incur for a period of thirty (30) days from the date you first discover a **personal data compromise**.
- (2) Exclusion B.7. of the Data Compromise Coverage form does not apply to **bank service charges** covered under I.f. Bank Services Charges of this endorsement.
- (3) Section D. Deductible of the Data Compromise Coverage Form does not apply to this coverage.
- (4) The most we will pay for all **bank service charges** under this coverage form is the Bank Service Charges Limit of Insurance indicated in the schedule of this endorsement.

This limit is not part of, but in addition to, the Data Compromise Limit.

The Bank Service Charges Limit is an annual aggregate limit and is the most we will pay for the total of all covered

costs arising out of all **personal data compromise** events which are discovered by you during the present annual policy period. This limit applies regardless of the number of **personal data compromise** events occurring during the policy period.

- (5) We will not pay for any **bank service charges** unless you or your executive officer, acting on your behalf, have attested compliance with the **payment card industry standards** by completing and signing a **PCI attestation of compliance** within the twelve (12) months immediately preceding the **personal data compromise**.

We will not pay for any **bank service charges** if you or your executive officer, acting on your behalf, have fraudulently or intentionally misrepresented that you are in compliance with the **payment card industry standards** in completing the **PCI attestation of compliance**.

g. Response Communication Expense

- (1) We will pay your **response communication costs** resulting from a **personal data compromise** for sixty (60) consecutive days from the date you first discover a **personal data compromise**.
- (2) Additional Condition F.4. of the Data Compromise Coverage Form does not apply to this coverage.
- (3) Section D. Deductible of the Data Compromise Coverage Form does not apply to this coverage.
- (4) The most we will pay for all **response communication costs** covered under this coverage form is the Response Communication Expense Limit of Insurance indicated in the schedule of this endorsement.

This limit is not part of, but in addition to, the Data Compromise Limit.

The Response Communication Expense Limit is an annual aggregate limit and is the most we will pay for the total of all covered costs arising out of all **personal data compromise** events which are discovered by you during the present annual policy period. This limit applies

regardless of the number of **personal data compromise** events occurring during the policy period.

h. Promotions Expense

- (1) We will pay for **promotions expense** you incur during the first ninety (90) days from the date you first discover a **personal data compromise** to attract **affected individuals** back to your business. The most we will pay for promotions to any one **affected individual** is \$250.
- (2) Additional Condition F.4. of the Data Compromise Coverage Form does not apply to this coverage.
- (3) Section D. Deductible of the Data Compromise Coverage Form does not apply to this coverage.
- (4) With respect to coverage 1.h. Promotions Expense only, **affected individuals** do not include your directors or employees.
- (5) The most we will pay for all **promotions expenses** covered under this coverage form is the Promotions Expense Limit of Insurance indicated in the schedule of this endorsement.

This limit is not part of, but in addition to, the Data Compromise Limit.

The Promotions Expense Limit is an annual aggregate limit and is the most we will pay for the total of all covered costs arising out of all **personal data compromise** events which are discovered by you during the present annual policy period. This limit applies regardless of the number of **personal data compromise** events occurring during the policy period.

2. Unless otherwise noted in this extension endorsement, all conditions in the Common Policy Conditions, Commercial Inland Marine Conditions, Data Compromise Coverage Form Loss Conditions and the Data Compromise Coverage Form Additional Conditions apply to the coverages provided under this extension endorsement.

The following condition is added to **E.2. Duties in the Event of a Loss** of the Data Compromise Coverage Form, but only with respect to the coverages provided by this extension endorsement.

- a. As soon as possible, provide us with:

- (1) a copy of the written notification and other communications by a **payment card** issuing bank, merchant bank, acquiring bank or other acquiring institution advising that you are the likely common point of purchase source of a **personal data compromise** or are otherwise involved in a **personal data compromise**
- (2) a copy of your signed **PCI attestation of compliance** which has been completed within twelve (12) months immediately preceding the **personal data compromise** and
- (3) itemized invoices or other documentation to support your claims for loss incurred.

3. Definitions

The following are added to section G, **Definitions**:

Bank service charges means late payment fees, overdraft protection transfer fees, insufficient funds fees, returned item fees, minimum balance fees, cash advance fees and funds transfer fees associated with your banking account(s). **Bank service charges** do not include interest charges, automated teller machine fees, interchange fees or account maintenance fees.

Chargeback means **payment card** charge reversals due to the fraudulent use of **payment cards** or **personally identifying information**. **Chargeback** includes transaction fees assessed to process the **chargeback**.

Merchant service agreement means a contract between you and an acquiring bank or other acquiring institution that establishes the terms and conditions for accepting and processing **payment card** transactions

Payment card means credit cards, debit cards and charge cards issued by a financial institution.

Payment card contract penalty means monetary amounts incurred by you following a **personal data compromise** because of non-compliance with the **payment card security standards** applicable to you. **Payment card contract penalty** does not mean fines or penalties assessed due to not promptly reporting a **personal data compromise** or fines or penalties assessed due to failure to properly validate system security according to the **payment card security standards**. **Payment card contract penalty** does not include any interchange fees or changes in interchange fee schedules.

Payment card replacement fees means the fees incurred by you for the issuance of replacement **payment cards** to **affected individuals** following a **personal data compromise**.

Payment card security standards means the most current edition of security standards contained in the Payment Card Industry Data Security Standards program (PCI DSS), Visa's Cardholder Information Security Program (CISP), MasterCard's Site Data Protection program (SDP), American Express's Data Security Operating Policy, Discover's Information Security and Compliance program (DISC), or other similar standards that you have agreed to in a **merchant service agreement** with a financial institution, that apply to you.

PCI attestation of compliance means the declaration of compliance status with the Payment Card Industry Data Security Standards program found in the **PCI self-assessment questionnaire** that applies to you.

PCI forensic investigation means a professional review of your computer systems by a **qualified forensic investigator** to determine your compliance with the **payment card security standards**.

PCI self-assessment questionnaire means the questionnaire, developed by the Payment Card Industry Security Standards Council, that assists you in self-evaluating your compliance with the **payment card security standards**.

Promotions expense means expenses you incur to attract **affected individuals** to your business following a **personal data compromise**. **Promotions expense** includes, but is not limited to advertising, direct mail, discount coupons or gift certificates and conducting promotional events. **Promotions expense** do not include expenses you would have incurred had you not discovered a **personal data compromise**.

Qualified forensic investigator means an organization approved by the applicable **payment card** issuing bank to conduct forensic investigations following a **personal data compromise**.

Qualified security assessor means an individual or organization certified by the Payment Card Industry Security Standards Council to perform assessment of compliance with **payment card security standards**.

Response communication costs means reasonable fees and costs you incur for the services of a public relations or similar professional communications organization in assisting or advising you to

minimize negative publicity and restore or otherwise positively communicate your image to the general public following the **personal data compromise**. This does not include time or expenses

incurred by your employees in in-house public relations or communications department that is not directly related to the **personal data compromise**.

All other provisions of this policy apply.

BUSINESS AUTO

Business Auto	AU
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POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

PORTFOLIO POLICY (R)

BUSINESS AUTO POLICY DECLARATIONS

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES, LIMITS OF LIABILITY AND ENDORSEMENTS SHOWN BELOW.

ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS
(SEE SUPPLEMENTARY STATE ENDORSEMENTS WHERE APPLICABLE)

COVERAGES	LIMITS
COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE	\$ 1,000,000 EACH ACCIDENT

COVERAGES	SYMBOLS - COVERED AUTO DESCRIPTION (SEE SECTION I, PARAGRAPH A AND B)
LIABILITY COVERAGE	8. HIRED AUTOS ONLY 9. NON-OWNED AUTOS ONLY

PHYSICAL DAMAGE COVERAGE AT ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE SHOWN BELOW UNLESS OTHERWISE SHOWN IN ITEM THREE, SCHEDULE OF COVERED AUTOS YOU OWN:

COVERAGES	DEDUCTIBLES	SYMBOLS - COVERED AUTOS DESCRIPTION (SEE SECTION I, PARAGRAPH A AND B)
COMPREHENSIVE	\$1000*	8. HIRED AUTOS ONLY
* NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING		
COLLISION	\$1000	8. HIRED AUTOS ONLY

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN. SEE SEPARATE SCHEDULE ATTACHED.

ENDORSEMENTS. ONLY THOSE ENDORSEMENTS SHOWN BELOW APPLY

EXPLANATION OF PREMIUM BASIS (CA 70 03 10 01)

EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM
(CA 70 78 01 06R)

THESE DECLARATIONS ARE ISSUED IN CONJUNCTION WITH AND ARE PART OF POLICY
FORM CA0001-10-13

POLICY NUMBER S 17 MZX 80978056

NAMED INSURED
SOLO I O, LLC

PORTFOLIO POLICY (R)

SUPPLEMENTARY STATE ENDORSEMENTS

CALIFORNIA

CALIFORNIA CHANGES (CA 01 43 10 13)

POLICY NUMBER S 17 MZX 80978056

Named Insured
SOLO I O, LLC

Rating Period 04-22-17 to 04-22-18

SCHEDULE OF COVERED AUTOS YOU OWN

The insurance afforded hereunder is only with respect to such and so many of the following coverages for each Auto no. as are indicated by 'X'. The limit of the company's liability against Bodily Injury and Property Damage Liability (LIAB), Medical Payments (MED), Uninsured Motorist (UM), Underinsured Motorists (UIM), Personal Injury Protection (PIP), Property Protection Insurance (PPI), and Towing (TOW) coverages shall be as stated on the declarations page subject to all the terms of the policy having reference thereto. The limit of the company's liability against Comprehensive (COMP), Fire (F), Theft (T), Specified Causes of Loss (SCL), Limited Specified Causes of Loss (LSCL), and Collision (COLL) coverages shall be as stated herein subject to all the terms of the policy having reference thereto. As used herein 'ACV' means Actual Cash Value, 'DED' means Deductible, 'OTC' means Automobile Physical Damage Other Than Collision and 'PHD' means Automobile Physical Damage for Collision Coverage and Specified Causes of Loss Coverage or Comprehensive Coverage. The PHD limit of coverage is actual Cash Value. Stated Amount Limit or Replacement Cost Value less the deductible amount shown.

AUTO NO.	YR	VEHICLE DESCRIPTION AND GARAGE LOCATION	VEHICLE ID NO.	OTC COV	PHD LIMIT	OTC DED	COLL DED
9998		HAPD YOUNTVILLE	CA 94599	COMP	ACV	\$ 1,000	\$ 1,000

AUTO NO.	COVERAGES AFFORDED (INDICATED BY 'X' IN COVERAGE COLUMN)									
	LIAB	MED	UM	UIM	PIP	PPI	OTC	COLL	TOW	
9998							X	X		

Business Auto Coverage Form - CA 00 01 10 13

Policy Amendment(s) Commercial Business Auto Coverage Form

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words **you** and **your** refer to the Named Insured shown in the Declarations. The words **we**, **us** and **our** refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions..

Section I - Covered Autos

Item Two of the Declarations shows the **autos** that are covered **autos** for each of your coverages. The following numerical symbols describe the **autos** that may be covered **autos**. The symbols entered next to a coverage on the Declarations designate the only **autos** that are covered **autos**.

A. Description of Covered Auto Designation Symbols

Symbol	Description of Covered Auto Designation Symbols
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1. = ANY AUTO.

2. = OWNED AUTOS ONLY. Only those **autos** you own (and for Covered Autos Liability Coverage any **trailers** you don't own while attached to power units you own). This includes those **autos** you acquire ownership of after the policy begins.

3. = OWNED PRIVATE PASSENGER AUTOS ONLY. Only the private passenger **autos** you own. This includes those private passenger **autos** you acquire ownership of after the policy begins.

4. = OWNED AUTOS OTHER THAN PRIVATE PASSENGER AUTOS ONLY. Only those **autos** you own that are not of the

private passenger type (and for Covered Autos Liability Coverage any **trailers** you don't own while attached to power units you own). This includes those **autos** not of the private passenger type you acquire ownership of after the policy begins.

5. = OWNED AUTOS SUBJECT TO NO-FAULT. Only those **autos** you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those **autos** you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.

6. = OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those **autos** you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those **autos** you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.

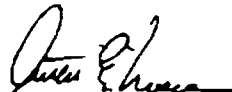
7. = SPECIFICALLY DESCRIBED AUTOS. Only those **autos** described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any **trailers** you don't own while attached to any power unit described in Item Three).

8. = HIRED AUTOS ONLY. Only those **autos** you lease, hire, rent or borrow. This does not include any **auto** you lease, hire, rent or borrow from any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

9. = **NON-OWNED AUTOS ONLY.** Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19. = **MOBILE EQUIPMENT SUBJECT TO COMPULSORY OR FINANCIAL RESPONSIBILITY OR OTHER MOTOR VEHICLE INSURANCE LAW ONLY.** Only those autos that are land vehicles and that would qualify under the definition of mobile equipment under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After the Policy Begins

1. If symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for autos that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an auto you acquire will be a covered auto for that coverage only if:
 - a. We already cover all autos that you own for that coverage or it replaces an auto you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered autos for Covered Autos Liability Coverage:

1. Trailers with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.

2. Mobile equipment while being carried or towed by a covered auto.

3. Any auto you do not own while used with the permission of its owner as a temporary substitute for a covered auto you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. Loss; or
- e. Destruction.

Section II - Covered Autos Liability Coverage

A. Coverage

We will pay all sums an insured legally must pay as damages because of **bodily injury** or **property damage** to which this insurance applies, caused by an **accident** and resulting from the ownership, maintenance or use of a covered auto.

We will also pay all sums an insured legally must pay as a **covered pollution cost or expense** to which this insurance applies, caused by an **accident** and resulting from the ownership, maintenance or use of covered autos. However, we will only pay for the **covered pollution cost or expense** if there is either **bodily injury** or **property damage** to which this insurance applies that is caused by the same **accident**.

We have the right and duty to defend any insured against a suit asking for such damages or a **covered pollution cost or expense**. However, we have no duty to defend any insured against a suit seeking damages for **bodily injury** or **property damage** or a **covered pollution cost or expense** to which this insurance does not apply. We may investigate and settle any claim or suit as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is an Insured

The following are insureds:

- a. You for any covered auto.

b. Anyone else while using with your permission a covered **auto** you own, hire or borrow except:

- (1) The owner or anyone else from whom you hire or borrow a covered **auto**. This exception does not apply if the covered **auto** is a **trailer** connected to a covered **auto** you own.
- (2) Your **employee** if the covered **auto** is owned by that **employee** or a member of his or her household.
- (3) Someone using a covered **auto** while he or she is working in a business of selling, servicing, repairing, parking or storing **autos** unless that business is yours.
- (4) Anyone other than your **employees**, partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their **employees**, while moving property to or from a covered **auto**.
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered **auto** owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an **insured** described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the **insured**

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an **accident** we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any **suit** against the

insured we defend, but only for bond amounts within our Limit of Insurance.

- (4) All reasonable expenses incurred by the **insured** at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the **insured** in any **suit** against the **insured** we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **insured**.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any **suit** against the **insured** we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered **auto** is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered **auto** is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered **auto** is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the **insured**.

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an **insured contract** provided the **bodily injury or property damage** occurs subsequent to the execution of the contract or agreement; or
- b. That the **insured** would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the **insured** or the **insured's** insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification and Employer's Liability

Bodily injury to:

- a. An **employee** of the **insured** arising out of and in the course of:
 - (1) Employment by the **insured**; or
 - (2) Performing the duties related to the conduct of the **insured's** business; or
- b. The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the **insured** may be liable as an employer or in any other capacity; and

- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to **bodily injury** to domestic **employees** not entitled to workers' compensation benefits or to liability assumed by the **insured** under an **insured contract**. For the purposes of the Coverage Form, a domestic **employee** is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

Bodily injury to:

- a. Any fellow **employee** of the **insured** arising out of and in the course of the fellow **employee's** employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow **employee** as a consequence of Paragraph a. above.

6. Care, Custody or Control

Property damage to or **covered pollution cost or expense** involving property owned or transported by the **insured** or in the **insured's** care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling of Property

Bodily injury or property damage resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the **insured** for movement into or onto the covered **auto**; or
- b. After it is moved from the covered **auto** to the place where it is finally delivered by the **insured**.

8. Movement of Property by Mechanical Device

Bodily injury or property damage resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered **auto**.

9. Operations

Bodily injury or property damage arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of **mobile equipment**; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

Bodily injury or property damage arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement,

but which is otherwise complete, will be treated as completed.

11. Pollution

Bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered **auto**;
 - (2) Otherwise in the course of transit by or on behalf of the **insured**; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered **auto**;
- b. Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the **insured** for movement into or onto the covered **auto**; or
- c. After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the **insured**

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts, if:

- (1) The **pollutants** escape, seep, migrate or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
- (2) The **bodily injury, property damage** or covered **pollution** cost or expense does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of **mobile equipment**

Paragraphs b. and c. above of this exclusion do not apply to **accidents** that occur away from premises owned by or rented to an **insured** with respect to **pollutants** not in or upon a covered **auto** if:

- (a) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

12. War

Bodily injury or **property damage** arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered **autos** while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered **auto** is being prepared for such a contest or activity.

C. Limit of Insurance

Regardless of the number of covered **autos**, **insureds**, premiums paid, claims made or vehicles involved in the **accident**, the most we will pay for the total of all damages and **covered pollution cost or expense** combined resulting from any one **accident** is the Limit of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All **bodily injury, property damage** and **covered pollution cost or expense** resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one **accident**.

No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

Section III - Physical Damage Coverage

A. Coverage

1. We will pay for loss to a covered **auto** or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered **auto's** collision with another object; or
- (2) The covered **auto's** overturn.

b. Specified Causes of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered **auto**.

c. Collision Coverage

Caused by:

- (1) The covered **auto's** collision with another object; or
- (2) The covered **auto's** overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs

incurred each time a covered **auto** of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles

If you carry Comprehensive Coverage for the damaged covered **auto**, we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. Loss caused by hitting a bird or animal; and
- c. Loss caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered **auto's** collision or overturn considered a loss under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered **auto** of the private passenger type. We will pay only for those covered **autos** for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered **auto** is returned to use or we pay for its loss.

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an **insured** becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered **auto**;

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered **auto**; or

- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered **auto**.

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

- 1. We will not pay for loss caused by or resulting from any of the following. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

- 2. We will not pay for loss to any covered **auto** while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for loss to any covered **auto** while that covered **auto** is being prepared for such a contest or activity.

- 3. We will not pay for loss due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such loss resulting from the total theft of a covered auto.

- 4. We will not pay for loss to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.
- 5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the auto's electrical system that, at the time of loss, is:
 - a. Permanently installed in or upon the covered auto;
 - b. Removable from a housing unit which is permanently installed in or upon the covered auto;
 - c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
 - d. Necessary for the normal operation of the covered auto or the monitoring of the covered auto's operating system.
- 6. We will not pay for loss to a covered auto due to diminution in value.

C. Limit of Insurance

- 1. The most we will pay for:

- a. Loss to any one covered auto is the lesser of:
 - (1) The actual cash value of the damaged or stolen property as of the time of the loss; or
 - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one loss is \$1,000, if, at the time of loss, such electronic equipment is:
 - (1) Permanently installed in or upon the covered auto in a housing, opening or other location that is not normally used by the auto manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
 - (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered auto, our obligation to pay for repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or lightning.

Section IV - Business Auto Conditions

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions**1. Appraisal for Physical Damage Loss**

If you and we disagree on the amount of **loss**, either may demand an appraisal of the **loss**. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of **loss**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties in the Event of Accident, Claim, Suit or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of **accident**, claim, **suit** or **loss**, you must give us or our authorized representative prompt notice of the **accident** or **loss**. Include:

- (1) How, when and where the **accident** or **loss** occurred;
- (2) The **insured's** name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved **insured** must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the **insured's** own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or **suit**.

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the **suit**.

- (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is **loss** to a covered **auto** or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered **auto** or any of its equipment is stolen.

- (2) Take all reasonable steps to protect the covered **auto** from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

- (3) Permit us to inspect the covered **auto** and records proving the **loss** before its repair or disposition.

- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the **insured** has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the **insured's** liability.

4. Loss Payment - Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;

- b. Return the stolen property, at our expense. We will pay for any damage that results to the **auto** from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the **loss**, our payment will include the applicable sales tax for the damaged or stolen property.

5. **Transfer of Rights of Recovery Against Others to Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after **accident** or **loss** to impair them.

B. General Conditions

1. **Bankruptcy**

Bankruptcy or insolvency of the **insured** or the **insured's** estate will not relieve us of any obligations under this Coverage Form.

2. **Concealment, Misrepresentation or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other **insured**, at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered **auto**;
- c. Your interest in the covered **auto**; or
- d. A claim under this Coverage Form.

3. **Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. **No Benefit to Bailee - Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. **Other Insurance**

- a. For any covered **auto** you own, this Coverage Form provides primary insurance. For any covered **auto** you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered **auto** which is a **trailer** is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the **trailer** is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered **auto** you own.

- b. For Hired Auto Physical Damage Coverage, any covered **auto** you lease, hire, rent or borrow is deemed to be a covered **auto** you own. However, any **auto** that is leased, hired, rented or borrowed with a driver is not a covered **auto**.

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an **insured contract**.

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. **Premium Audit**

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your

actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period. Coverage Territory

Under this Coverage Form, we cover accidents and losses occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less provided that the insured's responsibility to pay damages is determined in a **suit** on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover loss to, or accidents involving, a covered **auto** while being transported between any of these places.

8. Two or More Coverage Forms or Policies Issued by Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same **accident**, the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

Section V - Definitions

- A. **Accident** includes continuous or repeated exposure to the same conditions resulting in **bodily injury** or **property damage**.

- B. **Auto** means:

- 1. A land motor vehicle, trailer or semitrailer designed for travel on public roads; or
- 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

- C. **Bodily injury** means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

- D. **Covered pollution cost or expense** means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
- 2. Any claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

Covered pollution cost or expense does not include any cost or expense arising out of the actual,

alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered **auto**;
 - (2) Otherwise in the course of transit by or on behalf of the **insured**; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered **auto**;
- b. Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the **insured** for movement into or onto the covered **auto**; or
- c. After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the **insured**.

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts, if:

- (1) The **pollutants** escape, seep, migrate or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
- (2) The **bodily injury, property damage or covered pollution cost or expense** does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of **mobile equipment**.

Paragraphs b. and c. above do not apply to **accidents** that occur away from premises owned by or rented to an **insured** with respect to **pollutants** not in or upon a covered **auto** if:

- (a) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and

- (b) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

- E. **Diminution in value** means the actual or perceived loss in market value or resale value which results from a direct and accidental loss.
- F. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
- G. **Insured** means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or suit is brought.
- H. **Insured contract** means:
 1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for **bodily injury** or **property damage** to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your **employees**, of any **auto**. However, such contract or agreement shall not be considered an **insured contract** to the extent that it obligates you or any of your **employees** to pay for **property damage** to any **auto** rented or leased by you or any of your **employees**.

An **insured contract** does not include that part of any contract or agreement:

- a. That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That pertains to the loan, lease or rental of an **auto** to you or any of your **employees**, if the **auto** is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by **auto** for hire harmless for your use of a covered **auto** over a route or territory that person or organization is authorized to serve by public authority.
- I. **Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.
- J. **Loss** means direct and accidental loss or damage.
- K. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
- 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
 - 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.
- However, **mobile equipment** does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.
- L. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. **Property damage** means damage to or loss of use of tangible property.
- N. **Suit** means a civil proceeding in which:
- 1. Damages because of **bodily injury** or **property damage**; or
 - 2. A covered **pollution cost** or **expense**;
- to which this insurance applies, are alleged

Suit includes:

- a. An arbitration proceeding in which such damages or **covered pollution costs or expenses** are claimed and to which the **insured** must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or **covered**

pollution costs or expenses are claimed and to which the insured submits with our consent.

- O. **Temporary worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
- P. **Trailer** includes semitrailer.

California Changes - CA 01 43 10 13

Policy Amendment(s) Commercial Auto Dealers Coverage Form - Business Auto Coverage Form
Motor Carrier Coverage Form

For a covered auto licensed or principally garaged in, or auto dealer operations conducted in, California, this endorsement modifies insurance provided under the following:

Auto Dealers Coverage Form
Business Auto Coverage Form
Motor Carrier Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The term **spouse** is replaced by the following:

Spouse or registered domestic partner under California law.

B. The following are added to the **Other Insurance Condition** in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance - Primary And Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form and supersede any provisions to the contrary:

1. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an **auto** and:

- a. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or road testing **autos**; and
- b. The other provides coverage to a person not engaged in that business; and
- c. At the time of an **accident**, a person described in Paragraph 1.b. is operating an **auto** owned by the business described in Paragraph 1.a., then that person's liability coverage is primary and the Coverage Form issued to a business described in Paragraph 1.a. is excess over any coverage available to that person.

2. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an **auto** and:

- a. One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or road testing **autos**; and
- b. The other provides coverage to a person not engaged in that business; and
- c. At the time of an **accident**, an insured under the Coverage Form described in Paragraph 2.a. is operating an **auto** owned by a person described in Paragraph 2.b., then the Coverage Form issued to the business described in Paragraph 2.a. is primary and the liability coverage issued to a person described in Paragraph 2.b. is excess over any coverage available to the business.

3. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a **commercial vehicle** and:

- a. One provides coverage to a Named Insured, who in the course of business, rents or leases **commercial vehicles** without operators; and
- b. The other provides coverage to a person other than as described in Paragraph 3.a.; and

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

- c. At the time of an **accident**, a person who is not the Named Insured of the policy described in Paragraph 3.a., and who is not the agent or **employee** of such Named Insured, is operating a **commercial vehicle** provided by the business covered by the Coverage Form or policy described in Paragraph 3.a., then the liability coverage provided by the Coverage Form or policy described in Paragraph 3.b. is primary, and the liability coverage provided by the Coverage Form or policy described in Paragraph 3.a. is excess over any coverage available to that person.
4. Notwithstanding Paragraph B.3., when this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a power unit and any connected trailer or **trailers** and:
- a. One provides coverage to a Named Insured engaged in the business of transporting property by **auto** for hire; and
 - b. The other provides coverage to a Named Insured not engaged in that business; and

- c. At the time of an **accident**, a power unit is being operated by a person insured under the Coverage Form or policy described in Paragraph 4.a., then that Coverage Form or policy is primary for both the power unit and any connected **trailer** or **trailers** and the Coverage Form or policy described in Paragraph 4.b. is excess over any other coverage available to such power unit and attached **trailer** or **trailers**.

C. As used in this endorsement:

Commercial vehicle means an **auto** subject to registration or identification under California law which is:

- 1. Used or maintained for the transportation of persons for hire, compensation or profit;
- 2. Designed, used or maintained primarily for the transportation of property; or
- 3. Leased for a period of six months or more.

Explanation of Premium Basis - CA 70 03 10 01

Policy Amendment(s) Commercial Business Auto Coverage Form - Garage Coverage Form

When used as a premium basis:

A. Cost of Hire

Cost of hire means the total amount you incur for the hire of **autos** you don't own (not including **autos** you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

B. For Public Autos

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

1. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.

2. Advertising Revenue.

3. Taxes which you collect as a separate item and remit directly to a governmental division.

4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

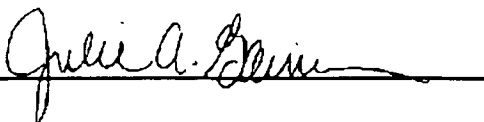
C. For Rental or Leasing Concerns

Gross receipts means the total amount to which you are entitled for the leasing or rental of **autos** during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

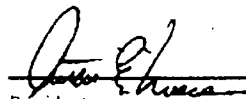
Mileage means the total of all live and dead mileage developed by all the **autos** you leased or rented to others during the policy period.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism - CA 70 78 01 06

Policy Amendment(s) Commercial Business Auto Coverage Form - Business Auto Physical Damage Coverage Form - Garage Coverage Form - Motor Carrier Coverage Form - Single Interest Automobile Physical Damage Insurance Policy

This endorsement modifies insurance provided under the following:

**Business Auto Coverage Form
Business Auto Physical Damage Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form
Single Interest Automobile Physical Damage Insurance Policy**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement:

1. **Terrorism** means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. **Any injury, damage, loss or expense** means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to **bodily injury, property damage, personal injury, personal and advertising injury, loss, loss of use, rental reimbursement after loss or covered pollution costs or expense**, as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. The following exclusion is added:

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

Exclusion of Terrorism

We will not pay for **any injury, damage, loss or expense** caused directly or indirectly by **terrorism** including action in hindering or defending against an actual or expected incident of **terrorism**. **Any injury, damage, loss or expense** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. But this exclusion applies only when one or more of the following are attributed to an incident of **terrorism**:

1. The **terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the **terrorism** was to release such material; or
3. The **terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **terrorism** was to release such materials.

A. In the event of any incident of **terrorism** that is not subject to this Exclusion, coverage does not apply to **any injury, damage, loss or expense** that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.